

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 07

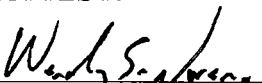
In the County Commission of said county, on the 28th day of June 20 07

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


Now on this day the County Commission of the County of Boone does hereby award bid 31-15MAY07 – Prescription Medication to Diamond Pharmacy Services. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 28th day of June, 2007.

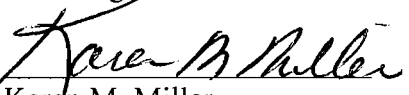
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
PRESCRIPTION MEDICATION TERM AND SUPPLY**

THIS AGREEMENT dated the 28th day of June 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Diamond Drugs, Inc., dba Diamond Pharmacy Services** 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 **Prescription Medication Term and Supply**, County of Boone Request for Bid, bid number **31-15MAY07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One, as well as the Contractor's bid response dated May 11, 2007 and executed by Mark J. Zilner on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on July 15, 2007 and extend through July 31, 2008, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) 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. Subsequent renewal periods will begin June 1.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Prescription and Over the Counter Medication as identified and responded to in the Contractor's Response Form. Items 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.

4. Delivery - Contractor agrees to deliver by FedEx next day air the items as specified for orders faxed by 1:00 p.m. central time and late orders phoned in by 6:00 p.m. eastern time. All STAT orders shall be provided same day by a pre-arranged local backup pharmacy.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff Department and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all 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.

4.

Revised Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

- 4.1. Company Name: Diamond Drugs, Inc. dba Diamond Pharmacy Services
- 4.2. Address: 645 Kolter Drive
- 4.3. City/Zip: Indiana PA 15701-3570
- 4.4. Phone Number: 800.882.6337
- 4.5. Fax Number: 724.349.2604
- 4.6. Federal Tax ID: 25-1378278

- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.7. Prescription Service: We propose to furnish and deliver prescriptions, medications and supplies as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1.

ITEM	DESCRIPTION	UNIT PRICE
1.	Name Brand Drugs: % Discount off of Average Wholesale Price (AWP)	AWP minus <u>16</u> %
2.	Generic Drugs: % Discount off of Average Wholesale Price (AWP) or Medicaid Maximum Allowable Cost (MAC)	AWP minus <u>62</u> %
3.	Dispensing Fee Per Prescription (Maximum of \$4.00)	\$ <u>0</u>
4.	OTC Drugs % Discount off List Price	16% brand and <u>62% generic</u> off of AWP which is a published
5.	Consultation Hourly Fee	\$ <u>0.00</u> /hour list price. List price may be
4.7.2.	Price List Utilized for Pricing	** <u>Medispan</u> an arbitrary number set by
4.7.3.	Bidder shall enter below any specific type medications/drugs to which the above percent discount does not apply. Enter those medications/drugs and percent discount below:	an individual pharmacy.

* Credit on next page

Medications will not be sold below cost.

- 4.7.4. Emergency Twenty-Four Hour Service Contact:
- 4.7.4.1. Name: Chuck Schiefer, R.Ph. Primary Contact

Telephone Number: 800.882.6337 x1062

Diamond Pharmacy Services hours of operation are 24 hours a day, 7 days a week, 365 days a year. Our pharmacists will be reached immediately via phone or through our answering service.

** We will provide hard copy of price catalog with all updates. Our pharmacy as well as most pharmacies, pharmacy software providers, and insurance companies utilize Medispan for our electronic pricing updates. Redbook is not considered a standard in the industry for electronic updates and is utilized infrequently.

4.7.5. Specify the Address of the Pharmacy that will be Servicing this Account:

645 Kolter Drive, Indiana PA 15701-3570
800.882.6337 Fax 724.349.2604

Stat emergency prescriptions will be handled by a local pharmacy of your choice. Diamond will contract with this pharmacy to arrange for emergency srvs.

4.7.6. Please describe in detail the types of usage reports that you can supply:

Our reports are outlined in greater detail under Quarterly Statistical Reports on Page 19 of our proposal and also attached on the next page.

See Exhibit K

4.7.7. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):



Type or Print Signed Name:
Mark J. Zilner, R.Ph.

Today's Date: May 11, 2007



CREDIT

Credit will be issued on **full or partial cards** at 100% the amount billed less \$2.95 processing fee. Credit will only be issued on returned non-controlled tablets or capsules remaining in the original blister packaging provided they are within three (3) months of expiration, have been stored under proper conditions, have not been released to the inmate population, and are legally permitted for return by the State Boards of Pharmacy and FDA and/or any other regulating agencies. Control medications or open stock medications cannot legally be shipped back to our pharmacy per federal regulations. Credit will be applied to the current invoice if received by the 15th of the previous month unless the customer has past due invoices over thirty (30) days from the close of the billing cycle. Credits due if there are past due invoices, will be issued as a separate credit memo and applied to the oldest invoice. Upon termination of the contract, returns must be received within 15 days to be credited.

**REQUEST FOR BID DOCUMENTS
BOONE COUNTY, MISSOURI
BID # 31-15MAY07 – Prescription Medication Term and Supply**

ADDENDUM #1
(Issued May 9, 2007)

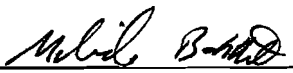
This addendum is issued in accordance with Request for Bid 31-15MAY07 – Prescription Medication Term and Supply and is hereby incorporated into and made a part of the bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bidder's Response Form.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

BID DOCUMENTS:

1. CHANGE paragraph 1.4.1. to read "...Processing fee per name brand prescription (maximum of \$4.00) + (plus) Processing fee per generic prescription (maximum of \$4.00) = TOTAL FOR EVALUATION."
2. CHANGE paragraph 2.2.2. to read: **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
3. CHANGE the first sentence of paragraph 2.3.3.1. to read: Bid prices for prescription drugs shall be based on the most currently published Red Book Average Wholesale Price (AWP).
4. CHANGE paragraph 2.3.3. to read: **Average Wholesale Price: (AWP)** shall mean the average wholesale price (current cost) of the dispensed medication as defined by the Red Book. On the *Response Page*, the Bidder shall indicate the price list their firm will utilize under this bid. The County desires that the Bidders utilize the Red Book average wholesale price list. The County recognizes, however, that not all Bidders desire to use the Red Book price list. In that instance, the Bidders must provide details of a verifiable pricing structure their firm would utilize for quoting. The acceptability of the pricing structure quoted, shall be determined solely by Boone County.
5. CHANGE the first sentence of paragraph 2.3.3.1. to read: Bid prices for name brand prescription drugs shall be based on the most currently published Red Book Average Wholesale Price (AWP).
6. CHANGE paragraph 2.4.7. to read: **Price List:** Contractor must supply the Boone County Jail with a current copy of the Red Book Average Wholesale Price (AWP) Publication and the Federal Upper Limit (FUL), as well as all Addendums as they become available at no additional charge. The price list shall be provided to the County within 10 days of award. Boone County prefers computer readable media, but will accept printed copy.
7. CHANGE paragraph 2.4.15. to read: **Usage Reports:** The County desires that the Contractor supply monthly, quarterly, and yearly usage reports to the Boone County Medical Representative. The County prefers the monthly usage report in the following manner:
 - 1) Individual Patient, medication name, strength, number dispensed, and cost;
 - 2) Medication name, strength, quantity dispensed, cost, number of prescriptions, and number of returns;
 - 3) Prescribing physician name, medication name, strength, quantity dispensed, cost, and number of prescriptions.Please describe on the Response Page the type of reports that your firm can provide.

8. CHANGE paragraph 2.4.15.1. to read: The County desires the provision of **Quarterly and Year End Reports**: The Quarterly and Year End Reports should be listed by medication name, strength, number dispensed, cost, and number of prescriptions. All reports should be in alphabetical order and in a user-friendly format. Quarterly reports are due by the 10th day of the month following the quarter end. Reports should be provided on paper and electronically.
9. Replace the Response Form with the attached, Revised Response Form.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

BIDDER has examined copy of Addendum #1 to Request for Bid #31-15MAY07 – Prescription Medication Term and Supply, receipt of which is hereby acknowledged:

Company Name: Diamond Drugs, Inc.

Address: 645 Kolter Drive
Indiana PA 15701-3570

Phone Number: 800.882.6337

Fax Number: 724.349.2604

Authorized Representative Signature: 

Date: May 11, 2007



May 11, 2007

Boone County Purchasing Department
601 E. Walnut Street
Columbia, MO 65201

Dear Purchasing Department,

I appreciate the opportunity to submit a proposal for pharmacy services and medical supplies for the Boone County Jail. Enclosed is some information on our company and an extremely competitive proposal. Diamond Pharmacy Services, the **Nation's Largest Correctional Pharmacy Provider**, is a full-service, independently owned, pharmaceutical and medical supply provider servicing 1 out of every 5 inmates in the nation (over 400,000 inmates). We are servicing over 1,100 correctional and nursing facilities in 43 states and Puerto Rico from our closed door institutional pharmacy. With over 24 years of extensive correctional experience, our large volume and state of the art facility, we are able to provide efficient cost effective services to your facility. We are able to bid competitively because we are independently owned. We work in conjunction with the prescribers to develop a drug formulary of cost effective medications and make recommendations to decrease cost even further. We encourage you to call our references to attest to our friendly accurate services. We have recently completed our expansion project which increased our pharmacy to over 135,000 square feet. This state-of-the-art automated pharmacy added barcode workflow software, conveyor belts and sortation and picking devices. This system is barcode driven and offers great efficiency and accuracy. We follow all NCCHC, ACA, and JCAHO regulations. We are JCAHO accredited in pharmacy, IV and medical supply.

Within the last couple of years Diamond was awarded:

- ◆ 2006 Counsel of State Government "Innovations in State Government" National Award
- ◆ Joint Commission on Accreditation of Healthcare Organizations (JCAHO) accreditations for long term care pharmacies, medical supplies and IV infusion
- ◆ *Inc. Magazine's* "Top 500 Fastest Growing Independently Owned Companies"
- ◆ Pennsylvania Business Central's "Top 100 Businesses in Pennsylvania"
- ◆ Indiana University of Pennsylvania's "Family Business of the Year"
- ◆ Indiana County Business and Professional Women's "Employer of the Year"
- ◆ Indiana County Supported Employment Advisory Council's "Outstanding Employer of the Year"
- ◆ Top 100 People in Pennsylvania Business Central

In addition, I would like to mention we carry a complete line of medical supplies and durable medical equipment such as latex gloves, gauze, wheel chairs, etc. at the most competitive pricing. We have enclosed a complete itemized price list for your review. We offer the "one stop shop" for convenience to the facilities we service.

Please review our entire proposal. I would like the opportunity to give an on-site presentation to you and your center's staff, if necessary. If you should have any questions regarding any aspects of our proposal or services, don't hesitate to contact me at 1.800.882.6337 x1003.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark J. Zilner". The signature is fluid and cursive, with the first name "Mark" being the most prominent.

Mark J. Zilner, R.Ph.

Director of Operations

mzilner@diamondpharmacy.com

DIAMOND PHARMACY SERVICES

EXPANSION 2004

STATE-OF-THE-ART PHARMACY AREA

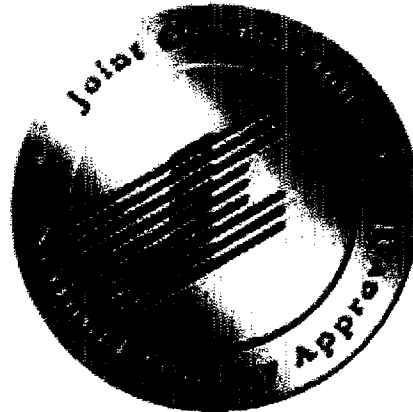


Diamond Pharmacy Services has recently expanded our correctional care pharmacy with a technologically advanced 84,000 square foot addition, bringing our pharmacy to 135,000 square feet. This technology includes a conveyor system, barcode workflow software and automated packing devices, and is designed to accurately sort and process prescriptions, adding to Diamond's efficiency and accuracy.

Diamond Pharmacy Services

Indiana, PA

has been Accredited by the

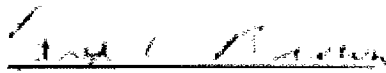


Joint Commission *on Accreditation of Healthcare Organizations*

Which has surveyed this organization and found it to meet the requirements for accreditation

June 30, 2006

Accreditation is customarily valid for up to 39 months


Fred L. Brown
Chairman of the Board of Commissioners

127941
Organization ID #


Dennis S. O'Leary, MD
President

The Joint Commission on Accreditation of Healthcare Organizations is an independent, not-for-profit, national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to the Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through the Joint Commission's web site at www.jco.org



Inc. 500

2003

Diamond Druggs

Inc. 500 company

#415

2003 Inc. 500 ranking

John Kolan

John Kolan, Editor, Inc. Magazine

Gordon Lee Jones

Gordon Lee Jones, Publisher, Inc. Magazine

October 4, 2002

Ms. Joan Zilner
Diamond Pharmacy Services
645 Kolter Dr
Indiana, PA 15701

Dear Ms. Zilner:

Congratulations! On behalf of the entire editorial staff at Inc magazine, I am pleased to inform you that Diamond Pharmacy Services has been ranked #403 on the 2002 *Inc* 500 list of America's fastest-growing private businesses.

Diamond Pharmacy Services joins an elite group of growth companies that are making an important contribution to the U.S. economy. Your achievement will be nationally recognized by millions of readers, including your customers, vendors, investors, and business partners.

The 2002 *Inc* 500 list continues a 21-year tradition. In the past, a ranking on the *Inc* 500 has often been an early indicator of future accomplishments on a global scale. Companies that have made the list include Timberland, the Sharper Image, Patagonia, Microsoft, Intuit, Stonyfield Farm, the Pleasant Company, Domino's Pizza, Oracle, Princeton Review, Morningstar, E-Trade, and, with the release of this year's list, Diamond Pharmacy Services. As you can see, you're in very good company.

Again, congratulations on making the list. We wish you and your associates continued growth and prosperity.

Sincerely,



Editor

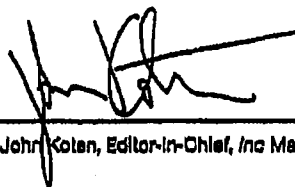
Inc.500 **2002**

Diamond Pharmacy Services

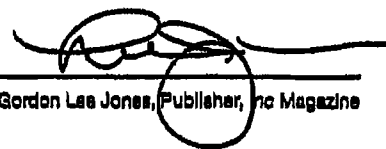
Inc 500 company

403

2002 Inc 500 ranking



John Koten, Editor-in-Chief, Inc Magazine



Gordon Lee Jones, Publisher, Inc Magazine



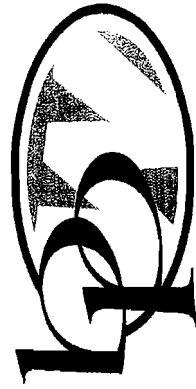
The Center for Family Business
at
Indiana University of Pennsylvania
honors
The Zilner Family,
of Diamond Drugs, Inc.,
as a
Distinguished Family Business
2003

Employer of the Year 2002 Indiana County

This certificate is awarded to

Diamond Drugs

Presented by Indiana Business & Professional Women's Club



Janet B. Bilgoff, President
Signature

Date

2/6/02

Debra Z. Lewis
Signature

Date

2/6/02

DIAMOND

1

REQUIRED FORMS

2

PREVIOUS EXPERIENCE AND
BACKGROUND

3

EXECUTIVE SUMMARY

4

PROPOSAL

5

EXHIBITS



Quarterly Statistical Reports

We will provide extensive quarterly and annual medication usage reports. Our formulary management reports contain comprehensive data statistics including color graphs and charts which will summarize specific medication utilization and trends, statistics, physician prescribing habits, and other necessary utilization data. Statistical reports will be a vital tool to be utilized to enforce cost containment, monitor prescription usage, track trends and to provide other sources of important data. Diamond will provide any requested computer generated reports and statistical information in hard copy and electronically in a spreadsheet format. Most impromptu reports will be provided within one (1) or two (2) business days depending on the complexity unless requested by security to help search for diverted medications, in which case, the reports usually can be provided in less than an hour. All reports will be sorted in any requested format, order or groupings including by inmate name, medication, therapeutic class, prescribing physician, facility, etc. Our reports are outlined by graphs to illustrate patient's usage and to summarize monthly expenses to track trends. Data elements which will be utilized are but not limited to: Inmate Name, Inmate Number, Correctional Facility, Provider, Date of Service, Prescription Number, Medication Name, Medication Class, Medication Strength, Quantity Dispensed, Days Supply, Number of Prescriptions, and Drug Acquisition Cost. Reports will be available in alphabetical order. We will provide proper invoicing and printouts to facilitate full reconciliation of charges. These reports will greatly assist your facility in the proper analysis and management of prescribing practices. We are able to provide nearly any requested report and will customize our report package to meet your department's specific needs. The following reports are all available but are not limited to:

Computerized cost reports will be sorted by facility, patient name, and prescriber name by requested date range that summarizes drug cost by inmate name, facility, date range, medication name, therapeutic class, number of doses, percentages, etc.

Management data including medications ordered, processed, delivered and disposed.

Detailed inmate profiles

Patient medication allergy and medication interaction alerts

Medication usage per inmate

Medication utilization report

Summary of total medication costs

Continual narcotic controlled substances inventory and dose count

Psychotropic usage report

Computerized Medical Administration Records (MAR's)

Medication stop date reports alphabetical by inmate showing which prescriptions are approaching their discontinue date within a certain time frame. This report will show which orders are due to expire.

List of inmates taking medications that are known to produce adverse side effects when they are exposed to high temperatures or the sun

Total doses per inmate dispensed

Percentage of inmates on medications

Percentage of inmates on particular classes of medications such as controls, psychotropics, etc.

Formulary vs. non-formulary medications dispensed

Number of prescriptions per inmate

Number of new and refill prescriptions dispensed

Number of doses dispensed

High to low usage by dollar amount of formulary and non-formulary medications dispensed

High to low usage by quantity dispensed by medication, psychotropics, and OTC's

Medication breakdown listed by specific physician by class, specific medications, controls, psychotropics, all medications, etc.

Medication therapeutic classification reports outlining detail and usage (i.e. psychotropic, HIV, controlled substances, etc.)

Top ten (10) most expensive patient's profile showing a detailed listing

Cost containment recommendation reports

Side effect and medication interaction reports

OTC medication listing reports

Medication cost summaries

Medications and quantity ordered

Notification of medications reordered too soon

Invoices containing medication name, NDC and AWP

Itemized credit report showing prescription detail and credit for returned medications

Brand vs. generic detail report

Plus numerous customized management/cost containment reports are available upon request

Additional reports are contained in Billing Section of this proposal

NOTE: These are the standard report parameters; however, customized reports are available upon request and will be added to your monthly report package, if requested.

We will maintain all appropriate documentation, including but not limited to inventory records, controlled medication perpetual inventory, patient profiles, copies of all prescriptions, etc. All documentation will be open for review by the appropriate facility staff or appointed designee when requested. All reports will be provided, maintained and disposed of in compliance with all federal and state laws HIPAA regulations and department policies and procedures. There will not be any cost whatsoever for any requested reports.

SEE EXHIBIT K

CONFIDENTIAL

Online Reporting – We are offering a robust online program which will enable your facility to easily look up patient profiles, perform searches by patient, psychiatrist, formulary status, medication, drug class, patients on particular classes of medications, etc. and print the correct formulary reports on demand at your facility. This system will enable your facility to sort and generate almost any type of usage report and since it was designed internally by IT staff at Diamond, it can be customized and upgraded as needed specific to your facility's request. This will give your facility immediate access to all prescribing information for any computer with an internet connection and will be provided at no charge. This system will not substitute for Diamond's monthly formulary management reports or any impromptu reports you need us to produce, it will only enhance our reporting capabilities and provide an additional convenience for your staff.

SEE EXHIBIT B

PREVIOUS EXPERIENCE & BACKGROUND

We have over 37 years of extensive institutional experience, servicing prisons, jails, pre-release centers, juvenile detention centers, and nursing facilities. With our years of experience and diverse patient base, our team of professionals will anticipate and meet your facilities' requirements by devising and implementing a cost effective, efficient program that will best suit the specifications of your facility.

For over 37 years Diamond Drugs, Inc. DBA Diamond Pharmacy Services has been providing advanced patient care services to institutions from our closed pharmacy and medical supply. Diamond, a family-owned business owned by 5 members of the Zilner family, incorporated December 1979, currently employs over 850 employees, and is located in the Greater Indiana Enterprise Zone, in Indiana, PA. With our business being large and family-owned and operated, we offer personalized family business services with large company pricing, efficiencies, and experience. Correctional pharmacy services are our main focus and, unlike some of our competitors, which are owned by comprehensive healthcare groups, correctional pharmacy services are our main line of business.

We have recently completed our expansion project, which increased our pharmacy to over 135,000 square feet. This state of the art automated pharmacy added barcode workflow software, conveyor belts, sortation, and picking devices. We are one of the nation's first long term care pharmacies to become JCAHO accredited for pharmacy services, IV infusion, and medical supplies. We offer a total pharmacy management system and will adapt it to best suit your needs.



Within the last few years Diamond has been awarded:

- 2006 Counsel of State Government "Innovations in State Government" National Award
- Joint Commission on Accreditation of Healthcare Organizations (JCAHO) accreditations for long term care pharmacies, medical supplies and IV infusion
- Inc. Magazine's "Top 500 Fastest Growing Independently Owned Companies"
- Pennsylvania Business Central's "Top 100 Businesses in Pennsylvania"
- Indiana University of Pennsylvania's "Family Business of the Year"
- Indiana County Business and Professional Women's "Employer of the Year"
- Indiana County Supported Employment Advisory Council's "Outstanding Employer of the Year"
- Top 100 People in Pennsylvania Business Central

We offer extremely competitive pricing and have shown to reduce the overall medication costs by a significant margin over local, national and in-house pharmacies due to our competitive pricing and our comprehensive drug formulary management program. Diamond offers a total pharmacy management system and will adapt it to best suit your facility's needs.

Diamond has experience with many different types of facilities and systems. We have managed pharmacy services for facilities which previously had nurses dispensing directly from stock, facilities which previously received prescriptions from their DOC pharmacy, facilities in which contracted pharmacists packaged medications for a few hours a day and traditional pharmacy services. We were able to convert their previous systems into a cost effective efficient system, in that they were able to deal directly with a pharmacy of our size to take full advantage of formulary management, volume billing, and credit on pharmaceuticals.

Within the last couple years, the Pennsylvania Department of Corrections decided to offer an option in their healthcare RFP to carve out pharmacy services, to allow them to select their own pharmacy and not one owned by one of the comprehensive health care providers. In September 2003 the Pennsylvania DOC awarded all pharmacy services to Diamond as a "carve out" bid award. We were originally scheduled to have 90 days to implement our services prior to startup. However, the existing comprehensive healthcare group terminated early, which left us having to be prepared for startup in less than 45 days from award announcement. The PA DOC viewed Diamond's Proposal as a benefit on a cost and operational standpoint. The transition in the PA DOC included 26 state correctional institutions with over 40,000 inmates. The contract thus far has been a great success in reducing their expenditures and improving efficiencies.

With our years of correctional experience and diverse patient base, our team of professionals will anticipate and meet the department's requirements by devising and implementing a program, which will best suit the specifications of your facilities. Our pharmacists have over 504 years of combined correctional pharmacy experience. Our program offers continual advancements in healthcare services, computerization, packaging, automation, forms, formulary management, and products. Our goal is to provide our leadership skills to your department with an upgraded tailor made program, achieving the highest level of service at the most competitive price. Our intentions are to increase your department's efficiency with all aspects of pharmacy and to establish a cost-effective drug distribution system while helping your department to remain in compliance.

FOR MORE INFORMATION PLEASE CONTACT:
MARK ZILNER
DIRECTOR OF OPERATIONS
mzilner@diamondpharmacy.com

DIAMOND PHARMACY SERVICES
645 KOLTER DRIVE INDIANA, PA 15701-3570
1-800-882-6337 x1003 1-877-234-7050 FAX
www.diamondpharmacy.com

EXECUTIVE SUMMARY



Diamond Pharmacy Services has a firm understanding of all the aspects of this RFP to provide comprehensive pharmaceutical services to your facility. We are submitting a detailed proposal, which outlines our services and work plan very specifically. This RFP format is very consistent with how we provide services to most of our existing correctional facilities. We service 1 out of every 5 inmates in the nation (over 400,000) in over 850 correctional facilities in 43 states and Puerto Rico and over 13,000 nursing home residents in over 260 facilities in Pennsylvania and have over 37 years of extensive institutional experience, servicing prisons, jails, pre-release centers, juvenile detention centers, and nursing facilities. With our years of experience and diverse patient base, our team of professionals will anticipate and meet your facility's requirements by devising and implementing a cost effective efficient program that will best suit the specifications of your facility.

Diamond will provide your facility with a complete and extensive pharmacy services program. Our goals are to provide superior pharmacy services, implement an efficient time saving system for the nursing staff, keep your facility fully compliant and implement a strong formulary management program to reduce costs. We understand the special needs of correctional facilities but knowing all facilities are unique, we will gather the information necessary during our initial meeting and throughout the contract and we will customize our services to best meet your facility's needs. We will



provide multiple types of forms for ordering medications, updating changes, charting and accountability. Our forms are complete and minimize the amount of writing while ensuring all accountability is in place. Our pharmacy was one of the first long term care pharmacies in the nation to become Joint Commission on Accreditation of Healthcare Organizations (JCAHO) accredited. This is a voluntary accreditation and has the highest standards for pharmacy services. When dispensing, shipping and monitoring on site, we follow the JCAHO, the NCCHC and the ACA guidelines. We have years of experience in implementing these standards and our services and inspection reviews exceed these NCCHC, ACA and JCAHO standards.

Formulary management will be a very important part of reducing cost at your facility. Diamond's consultants have years of extensive cost containment and formulary management experience. We work closely with the medical staff to reduce excessive ordering of medications, devise a cost effective drug formulary, make recommendations of cost effective medications, and to customize formulary management reports. Diamond serves as a partner with your facility to reduce costs. Our pharmacists prefer to chair the quarterly P & T meetings to discuss cost containment. We will require the physicians to complete non-formulary forms if required and provide on a daily basis via fax cost effective recommendations when the physician writes for non-formulary medications. By providing these recommendations, we are able to alert physicians of an alternative cost effective medication. Diamond provides extensive formulary management reports monthly summarizing statistical data along with graphs to document prescribing trends. Our formulary management skills have saved facilities of your size thousands of dollars annually.

Diamond will evaluate program effectiveness throughout the contract and will be a proactive member of your facility's interdisciplinary team, working diligently to assure that compliance is maintained with all federal, state, and local laws and regulations. Physician prescribing patterns and usage are analyzed monthly with statistics and graphs. We encourage questions and address quality of services. We constantly ask facilities questions such as "How can we improve our services?" "What procedures can Diamond do to save nursing time?" etc. We strive to meet each facility's every need. As part of Diamond internal TQM program we distribute customer satisfaction surveys to evaluate our performance. We pride ourselves on the quality of our services to the facilities we provide to and work closely with every aspect of our pharmacy program to assure this.

Diamond understands the department's decision to bid pharmacy services from a cost and service standpoint. By selecting a large experienced provider such as Diamond, your department will be able to obtain a more competitive bid price while making the contract more administratively efficient. Diamond is well aware of all the aspects of this RFP and is equipped with the knowledge, experience, and large state of the art pharmacy to handle this contract with great success. The comprehensive pharmacy program provided by Diamond will assist your facility to operate in conformity with all applicable regulations and laws, as well as provide cost saving, staff efficiencies, and quality services for the inmates. Diamond has extensive experience with pharmacy regulations in correctional facilities, which will play a vital role in maintaining compliance in the facilities. We are independently owned and strive to offer our facilities the friendliest most accurate service. We are committed to take every appropriate action to ensure convenient, cost effective pharmacy services to the staff and inmates. Diamond is the logical choice for meeting your facility's pharmaceutical services needs.

FOR MORE INFORMATION PLEASE CONTACT:
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**PHARMACY SERVICES PROPOSAL
FOR THE
BOONE COUNTY JAIL**

RFP # 31-15MAY07

May 15, 2007

***Prescription and Over-the-County Medications
and Supply Items***

Diamond Pharmacy Services would like the opportunity to provide our Comprehensive Pharmaceutical Services and Medical Supply Program to the Boone County Jail in Columbia, Missouri in accordance to the RFP dated April 24, 2007. Diamond Pharmacy Services, the largest correctional pharmacy provider in the nation, has the ability to meet, as well as exceed all minimum requirements to service your facility.

We will provide professional comprehensive pharmaceutical services for all prescription, non-prescription, and intravenous solutions as ordered by all prescribers. Only approved medications, biologicals, and other related items will be sent to the facility. Generic substitutions will be provided, when available, and approved by the prescribers. All medications will be dispensed and labeled inmate specific in complete compliance with all current and future local, state, federal and department laws, rules, regulations, and provisions. Prescriptions will only be dispensed in the amounts prescribed by the facility's prescribers.

Medication Ordering Procedures

Orders may be electronically transmitted, faxed or phoned to our pharmacy toll free. Orders may be transmitted via our online ordering program, facsimile, or by phone to our pharmacy exactly as prescribed. Faxes may be transmitted 24 hours a day, seven days a week. Your facility may fax us orders, changes, or discontinues using our daily drug order forms, physicians order sheets, or other mutually agreed upon forms. Our system does not require the nursing staff to transcribe orders. With our system, the nursing staff or designee may fax us physician's order sheets as long as the orders are complete.



When order changes or discontinuations are faxed to our pharmacy we will immediately update them in our computer system. If the medication is needed, we will send it, if not, we will update the information in our computer system and when it is needed, it may be faxed using the old peel off reorder tab and we will send the medication reflecting the updated directions.

Refills may be faxed into our pharmacy by affixing the peel-off refill tab to the "Medication Reorder Form". Refills may also be phoned into our pharmacy technicians by providing the inmate's name and seven (7) digit prescription number. This procedure should only be used if there is a problem with your fax machine.

STAT orders must be faxed to our backup fax hotline.

With our internal fax system, we receive our orders primarily via fax servers, not fax machines. With fax servers, orders will be faxed normally by your facility from a standard fax machine; however, orders will be received at Diamond on our computerized internal fax server. Once received at Diamond, the faxes will automatically route to your designated technician's desktop printer or directly on the technician's screen and placed in today's bin if faxed before your order cutoff time or in tomorrow's bin if faxed after your cutoff. A fax confirmation will be sent automatically to your facility's fax machine documenting the actual number of pages and time we received your fax; therefore, there will be no need to call and verify the number of pages we received. Images are much clearer on our end with a fax server; therefore, there is less chance of medication errors. We will maintain a computerized log of all faxed orders received for easy reference. Our fax servers have an extensive capacity consisting of a 43 MB hard drive with 4GB of RAM; therefore, in the event the server is down, we run out of toner, or the printer is jammed it will hold over 2,500 pages until the problem is corrected. In the event our fax server or these fax numbers are disabled, we have a few additional toll free numbers linked to a series of standard fax machines. Our internal fax machines are set up in a sequence to roll over to the next machine if the previous one is in use; therefore, a busy signal is very rare. With all the above in mind, faxes should always transmit on the first attempt. If our fax machines or lines are disabled, orders may be faxed toll-free to our retail pharmacies located within a few miles of our correctional pharmacy services' location. Diamond couriers will pick up the faxed orders and deliver them to our pharmacy. In the event the above fails, orders may be phoned into us or your local back-up pharmacy. It should be noted that the emergency procedures outlined above have never been required.

Diamond will provide the following to your facility to expedite and to assure accuracy of orders:

- ◆ Daily drug order sheet samples including, physician's orders, non-formulary, declining control inventory, declining stock inventory, medication administration records (MAR's), treatment administration records (TAR's) and emergency prescription forms necessary for transmitting new orders, refills, changes, stop orders, discontinued orders, charting and record keeping. Backup STAT pharmacy order forms to fax to our backup hotline.
- ◆ Peel-off tabs for easy reordering.
- ◆ A brand new plain paper fax machine for the transmission and receipt of information between your facility and our facility. Each fax machine will be programmed specifically for your facility with your facility's name, phone number, special dialing instructions such as "pressing 9" and our 800 speed dial number. Our toll free fax number is 800.523.0008. Our faxes will be programmed to provide a fax confirmation sheet on every transmission. Your facility will have the option to purchase fax cartridges on your own or through Diamond.



- ◆ Dedicated Pharmacy Technician – Your facility will have one primary Diamond technician designated to processing the orders for your facility. This enables your facility to talk to the same person every day as your main point of contact. This technician will know all of your facility's specific requirements and needs. In the event this technician is away from their desk when you call, you will have the option to leave them a voice mail or speak with their team partner who will be cross trained to process your facility's orders effectively.

SEE EXHIBIT A

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On Line Ordering System – We are offering a computerized online ordering program. This software is being offered as an option at no additional cost to your facility. This system will be a direct interface between your facility and our pharmacy system. This is a bidirectional system through a secure server over the internet which is fully HIPAA compliant. This system enables your facility to order medication from our pharmacy online utilizing drop down screens. This system enables your facility to perform the following:

- ◆ Order medications from our pharmacy online utilizing drop down screens.
- ◆ Enter orders to be automatically electronically transmitted to our pharmacy computer system.
- ◆ View entire patient profiles, know when a medication was ordered, know if a medication is too soon to refill or out of refills, etc.
- ◆ Maintain patient profiles, changes, and necessary demographic and self medication status. Your facility may either enter patient demographics or we can download your entire department's file directly into our system with the proper interface, if possible. This would include the inmate's name and number, facility, date of birth, social security number and location. We can also utilize this data to update location changes. Your facility may make any changes to the patient's profile including KOP status.
- ◆ Notify your staff if the medication ordered is a non-formulary medication at the time of ordering.
- ◆ Screen for allergies and drug interactions with a return notification from our pharmacy.
- ◆ Print Medication Administration Records (MAR's) on demand utilizing a laser printer for new patients or for all patients at the end of the month.
- ◆ Print a variety of utilization and management reports.
- ◆ Print labels when a new order is placed to affix to the Physician Order Sheet, MAR, etc.
- ◆ Reorder medications with a barcode scanner.

We will place our on-line ordering software into your facility if there is interest and will import all your



prescription information electronically at no charge. This system will require your facilities to have a computer with a high speed internet connection (cable, ISDN or T1) and barcode scanner as an option. This electronic system will not be a requirement and your facilities may continue to order via fax machine, if preferred. We also have interest in discussing interfacing with your facilities' current or future in house EMR system, if applicable.

We have an IT staff of ten (10) qualified employees who work closely with our facilities on interface issues.

SEE EXHIBIT B

Additional Onsite Computerization

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We are offering many additional computerized options to your facility.

Online Reporting – We are offering a robust online program which will enable your facility to easily look up patient profiles, perform searches by patient, psychiatrist, formulary status, medication, drug class, patients on particular classes of medications, etc. and print the correct formulary reports on demand at your facility. This system will enable your facility to sort and generate almost any type of usage report and since it was designed internally by IT staff at Diamond, it can be customized and upgraded as needed specific to each facility's request. This will give your facility immediate access to all prescribing information for any computer with an internet connection and will be provided at no charge. This system will not substitute for Diamond's monthly formulary management reports or any impromptu reports you need us to produce, it will only enhance our reporting capabilities and provide an additional convenience for your staff. This software is being offered at no additional cost to your facility.

Electronic Order Check-In – We will provide an automated barcode order check-in system to verify your daily shipment, if requested. With this system, your facility can download your daily delivery sheet through a secure server, and utilizing a barcode scanner and computer; will be able to check orders in more automated than by checking them by hand from a delivery sheet. Upon completion of the scanning, the system will let your staff know if any items are missing. In a recent install in one of our larger correctional facilities, order check-in time was reduced by 90%. For this system, your facility will need a computer, barcode scanner and an internet connection.

Electronic MAR - We are offering a paperless Medication Administration Record (MAR) system which enables your staff to scan the inmate's barcode and each medication to assure the right patient is receiving the right medication at the right time. When scanning the inmate's badge, all the medications for that proper administration will pop up on the screen. If the wrong medication is scanned for the wrong inmate at the wrong time, the system will alert your staff prior to making a medication error. This will also electronically record the proper administration time and initials. The system will allow your staff to print reports on administration, non compliance, no shows, etc. This software is being offered at no additional charge to your facility if you are transmitting all orders utilizing our electronic ordering system.



SEE EXHIBIT B

Prescription Monitoring Services

We process and update all orders, changes, and discontinues on a daily basis as they are transmitted to maintain accurate and complete patient profiles from all inmates. This is different than most pharmacies which only processes updates at the end of the month. Prior to filling each prescription order, we verify the accuracy, inquire about unclear or illegible orders, and screen each inmate's complete computerized medication profile to ensure safe and therapeutic medication administration before the prescription leaves our pharmacy. Inmate prescription profiles are screened for:

Duplicate therapy from medications in the same therapeutic class

Medication interactions and incompatibilities (including drug-drug, drug-order and drug-age interactions)

Excessive/sub-therapeutic dosages

Appropriateness of medication therapy

Inmate medication allergies

Medications which are refilled too soon (More than 8 days early)

Medications ordered past the designated stop date.

We will alert your staff via phone or fax of such occurrences prior to shipping your order.

Quality Assurance

Diamond maintains a continuous quality improvement program in our pharmacy with the specific goal of improving the quality of services and care provided. We strive to provide a safe environment for the patients we serve. The increased use of automation has enhanced productivity and the use of bar-code scanning technology has assisted us in accurately verifying checked medications. We have recently expanded into a 135,000 square foot state of the art pharmacy to improve workflow and provide the best working conditions for our employees, with more than adequate illumination and less stress. The new building, additional technology which we will be adding shortly, additional computer programming, along with the use of more expanded barcode scanning will continue to greatly reduce our already low error rate.



We have voluntarily become Joint Commission on Accreditation of Healthcare Organizations (JCAHO) certified, which greatly exceeds the strictest pharmacy standards, and we also follow all federal, state board, ACA, NCCHC, and facility guidelines. JCAHO has developed a list of dangerous abbreviations from evidence based practice in its new 2004 National Patient Safety Goals, which we have implemented with our facilities.

When errors do occur we take it very seriously and employ an error coordinator to analyze each and every error.

- ◆ We begin by providing error tracking forms to each facility to **encourage** reporting accurate details of the error. This is faxed to the error coordinator at a dedicated fax machine. The forms are simple to complete and provide important information, including whether a wrong medication reached the patient.
- ◆ The coordinator reviews the error with the technician, pharmacist, and the packer involved through interviews and documents the results. The appropriate parties then sign off on the error sheet.
- ◆ During the month, the error coordinator analyzes errors using the following information:
 - ◆ Has a change been made in a department to cause an error?
 - ◆ How many orders were processed that day?
 - ◆ What time of day did the error occur?
 - ◆ What was the pharmacist ratio per department that day?
 - ◆ What was the employee ratio per department?
 - ◆ Is scheduling appropriate?
 - ◆ Error trends (repeated errors)
- ◆ This data is compiled monthly into graphs and pie charts and a meeting is held with the error committee and the company president.
- ◆ These statistics are discussed with the committee and changes are made monthly through our Performance Improvement Meetings to help eliminate future errors.

Our performance improvement meetings are attended by representatives from each department, most of which have been with our company for many years as we grew. With only having a single business location, and being independently owned and operated, our owners know what occurs in our operation on a daily basis, and our president attends most performance improvement meetings. The owners discuss the results which gives them control and enables problems to be solved by one of them personally. This family based situation, gives our facilities personalized service and an open communication line to address problems immediately. We will continue to improve our systems as we add new technology for performance improvement. We have included examples of our monthly reports surveying our errors. Again, we take errors very seriously and the numbers listed on this report are truly as reported.



Some of the changes we have made within our pharmacy to eliminate errors are as follows:

- ◆ Sound-alike drugs (i.e. Zyprexa and Zyrtec, Lamisil and Lamictal, Serzone and Seroquel, etc) have been separated in the pharmacy. The correct label prints in the proper shelf area containing that medication to eliminate mislabeling.
- ◆ Pharmacists change duties in the middle of the day to keep them fresh and avoid “lack of concentration.”
- ◆ Numerous software improvements to assist data entry technicians.
- ◆ Bar-code scanning-devices, additional packaging machines, conveyor belts, picking devices and sortation devices.
- ◆ Improved routines and work flow patterns throughout our pharmacy.
- ◆ Medication packers work in the same area everyday to become extremely familiar with the products they package. Soon our technicians will begin scanning the products to the label to assure they are packaging the proper product prior to the pharmacist check. All of these improvements have given us one of the lowest error rates in the industry. We are proud of our low error rate, however continue to analyze and implement new processes and have numerous committee members working diligently to further attempt to reduce this already low rate.

SEE EXHIBIT C

Medication Distribution System

We will provide professional and accurate pharmaceutical services for all prescription, non-prescription, and intravenous solutions as ordered by all prescribers. All medications will be dispensed and labeled inmate specific in complete compliance with all current and future local, state, and federal laws, regulations, provisions and court orders. A-Rated generic substitutions will be provided, when available, and approved by the prescribers. Only approved medications, biologicals, and other related items will be sent to your facility.

We will provide a specialized dispensing system which best suits your facility’s needs for safe, efficient, and cost effective medication distribution. Oral patient specific medications will be dispensed in unit-dose tamperproof blister cards or pill bottles in the quantity prescribed.

Prescription and non-prescription medications will be dispensed in your choice of tamper-proof USP Class B unit-dose blister cards, conventional prescription bottles, stock bottles, or numerous other systems, as preferred.

We will do our best to comply with any special packaging request your facility may require.



Prescription medications will be sent in quantities as prescribed by physicians as requested but shall not exceed a thirty (30) day supply unless the patient is being released on a program that requires greater than thirty (30) day supply. Maintenance medications will be dispensed in a routine thirty (30) days supply unless requested otherwise or may also be ordered in smaller quantities to help minimize waste such as inmates being released in under a month, short term medications such as antibiotics, PRN, and pain medications, ATA, trial of a new medication, etc.

Discharge medications will be sent in a quantity requested. All discharge medications will be dispensed in a child proof container, unless requested otherwise in writing.

OTC medications will be sent in bulk packaging, if requested, except when ordered by the prescriber for individual patients which will be dispensed in blister packs or prescription bottles, when requested.

We will provide ear drops and liquids in the original manufacturer container or will repackage from the original glass containers into plastic, if requested.

We will provide creams and ointments in the original manufacturer's container or will repackage from the original metal containers into plastic jars for security reasons, if requested.

We will provide the proper accounting and documentation sheets to properly record administration and counts of controlled, non-controlled and OTC medications.

IV mixtures will be shipped compounded, labeled, and ready to administer or will be dispensed in Mini-Bag Plus packaging for easy on-site self mixing for emergency situations, when requested by the facility.

If your facility has a KOP (keep on person) or a self-medication system in place, we will work in conjunction with your facility to facilitate that program. We have years of experience in coordinating KOP systems.

Diamond will review your current operation and make suggestions in regards to the arrangement and polices of your medication room, medication cart, and distribution system.

Medication Carts

We will provide brand new locking medication carts for the secure storage, transportation, and administration of all medications and supplies based on facility size and number of inmates we are servicing, if requested. We will provide an adequate number of carts to accommodate your supply. Our carts are top of the line, durable, lightweight, and narrow for easy maneuverability throughout correctional facilities. They are large capacity with 3 blister card drawers and contain a 3-inch high drawer for storage of topicals, ophthalmics, etc. Each cart will be equipped with the following additional features: a separately locked narcotic box (to assure double locking), extension table, side attached cup holder, side attached MAR holder, and garbage can. Our locked narcotic box meets the needs of all DEA and State Board of Pharmacy and Nursing requirements in regards to providing a double



locked storage area. Carts will accommodate 450 cards in a 3 wide cart, 600 cards in a 4 wide cart and 750 cards in a 5 wide cart. We will provide maintenance and parts for our carts. We will also replace the carts when necessary.

SEE EXHIBIT D

Labeling

Oral medications will be packaged in tamper resistant unit dose blister packs or stock bottles. Each prescription will be properly dispensed and labeled inmate specific or as stock in complete compliance with all current and future state and federal laws, rules, regulations and provisions in accordance to all labeling regulations. Each label will include the following information:

- Inmate name
- Inmate identification number (if requested)
- Cell block (if applicable)
- Medication name and strength
- Dosage form
- Generic interchange information
- Quantity dispensed
- Manufacturer's name
- Lot number
- Medication expiration date
- Route and times of administration
- Directions for use (Spanish available, if requested)
- Prescription number
- Prescriber name
- Original date
- Dispense date
- Discontinue date and/or refill information
- Dispensing pharmacist's initials

Warning/auxiliary labels will be placed on each prescription for safe and effective medication use describing reactions, cautions, warnings, interactions, dietary instructions such as take with food, may cause drowsiness, shake well, etc.

Controlled medications will be marked with a red letter "C" and will be packaged in a red blister card for easy identification.

Medications will contain a thermal bar code label with a peel off refill tab with increased print clarity and print size. The tabbed refill labels will be supplied on every medication order. Each refill tab will contain the patient name and number, medications name, quantity, number of refills, prescriber, and prescription number. This is an easy reference to enable the nursing staff to properly identify the information on each reorder tab. Medications can easily be refilled by peeling the tab off of the prescription label and placing it on a refill form.



Each label will contain a barcode in the symbology recognized by your in-house computer system, if requested. The barcode will contain any information requested such as inmate name, inmate number, medication name, etc.

Delivery

All new formulary and non formulary orders faxed by 1:00 p.m. CT or late orders phoned in up until 6:00 p.m. ET will be shipped for FedEx next day air. All STAT orders will be provided same day by a pre-arranged local backup pharmacy. **Later fax cutoff times may be negotiated, if needed.** Refills which should be ordered a few days before they are due will have an earlier cutoff time. All orders will be shipped six days a week, Monday through Saturday for next day delivery excluding Sundays and some nationally recognized holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas). All orders will have a next day guaranteed delivery time of 10:30 AM during the week and 12:00 PM on Saturdays, where available. Since there aren't any shipping companies that pick up on Sundays, all necessary orders for that day will be processed by a prearranged contracted local back up pharmacy or through our emergency kit/starter packs or will be shipped on Monday. All medications will be delivered by the guaranteed time the following day unless a medication is on national backorder or in the rare event we are out of stock of the medication in which case it will usually be delivered the following day. We have accounts with all four (4) next day air shipping companies (FedEx, UPS, DHL, and the USPS) and if for some reason the FedEx delivery schedule is not working adequately with your facility, we will begin shipping with one of our other next day air carriers.

Due to our volume and the wide variety of types of facilities we service, we maintain a large inventory of all types of prescription and OTC medications and are rarely out of stock. If we happen to run short of a medication, we will borrow it from one of our two retail pharmacies or our local pharmacy network, which consists of retail and hospital pharmacies. We also have accounts with two (2) large drug wholesalers from which we can get medications quickly. If we are unable to obtain the medication locally, we will phone the medication into your back up pharmacy or obtain it from our wholesaler the following day.

Medications will be packaged so that they are maintained at the manufacturers recommended specifications. All medications which require refrigeration will be shipped in either insulated expander packs or styrofoam coolers with a cold pack to ensure proper temperatures are maintained. The outer box containing refrigerated items will contain a fluorescent orange sticker labeled "Refrigerated Items Enclosed."

Every medication shipment will contain a detailed computerized delivery manifest to be utilized as a method of reconciliation of all items and cost accrued for each medication order/designated-billing cycle. The delivery manifest will contain a clearly itemized computerized listing containing the following information: Inmate name, inmate identification number, prescription number, medication name, strength, manufacturer, quantity dispensed, date dispensed, facility name, and pricing. Controlled medications will be packaged in a separate bag containing their own delivery sheet.

If an item is on manufacturer's back order, owed, too soon to refill, out of refills, etc. this will be clearly



indicated on the exception report section of the delivery sheets. Any shortage will be corrected within 24 hours or sent by the back up pharmacy.

Delivery reports will be sorted in your requested format including in order by inmate name, inmate identification number, cell block, medication, etc.

Reports include but are not limited to:

Medication Delivery Report – An alphabetical printout of all medications dispensed that day.

Scheduled Items Report – An alphabetical printout of all controls dispensed that day.

Billing Report – Delivery report containing all medications, NDC numbers, and price for all medications dispensed that day.

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Electronic Order Check-In – We will provide a barcode order check-in system, if requested. With this system, your facility can download your daily delivery sheet through a secure server, and utilizing a barcode scanner and computer; will be able to check orders in more automated than by checking them by hand from a delivery sheet. Upon completion of the scanning, the system will let your staff know if any items are missing. In a recent install in one of our larger correctional facilities, order check-in time was reduced by 90%. For this system, your facility will need a computer and barcode scanner and an internet connection.

Delivery Tracking – Every order will be tracked daily to ensure timeliness and accuracy of each delivery. Our shipping software allows us to track packages at any point to obtain delivery times and signature names. At your facility's request, we can automatically e-mail your facility with the FedEx or UPS tracking information daily which will provide them with a link with their specific tracking number to the shipping company's website for one click package tracking. In addition, we can setup the facility with a special FedEx account that they can go on line and view all packages to be shipped to their facility. In addition, we can setup reference numbers with facility codes and dates so your facility may phone to track the package as opposed to needing a tracking number.

SEE EXHIBIT E

Stock Cards (On-Site Stat Doses)

Stock cards of certain medications needed to begin therapy for immediate administration until an inmate-specific prescription is received will be provided, if requested and if permitted.

All current and future stock card medications will be supplied at the request of the Medical Director.



Medications and stock quantities for starter doses will be determined in conjunction with the Medical Director.

Accountability sheets for reconciliation of all doses will be provided.

Stock card doses will be packaged in tamperproof blister packs.

The completed accountability sheets should be faxed into our pharmacy (for reconciliation of doses) when stock is depleted. The medication, however, may be reordered when needed by faxing the peel-off reorder label to our pharmacy or utilizing the stock order forms.

Starter packs including the full therapy of commonly utilized medications under a prescriber's protocol will be provided, if requested. Labeling will contain a blank space for the inmate's name and physician's signature along with the protocol directions and quantities or labeled as "take ____ tablets _____ times daily." The prescribers may simply fill in the inmate's name and sign the label if this system is utilized.

SEE EXHIBIT F

Emergency Medication Kit

We will provide a sufficient number of lockable emergency medication kits which will contain primarily injectable medications which immediate administration is required in order to alleviate pain, infection, modify dangerous behavior, or to preserve a life.

Medications and stock quantities will be determined in conjunction with each facility's Medical Director.

All contents will be listed on the sealed lockable kit.

There will be an accountability sheet within each kit or cabinet that will be utilized to document inventory, administered doses and destruction.

Shortly after an item is used from stock, an order may be faxed to the pharmacy for replenishment along with the corresponding patient specific order utilizing our peel-off reorder labels or stock order forms.

SEE EXHIBIT F



Hours of Operation

Our pharmacy hours of operation are 24 hours a day, 7 days a week, 365 days a year. Our pharmacists will be reached immediately via phone or through our answering service in the evenings which will transfer the call to one of our pharmacists on duty. Our pharmacy hours of operation are 24 hours a day, 7 days a week including holidays; therefore, a pharmacist is always readily available.

Emergency Prescription Services

Emergency prescriptions for STAT orders will be provided through our emergency kit/starter packs or by a pre-arranged subcontracted local back-up pharmacy of your preference. Emergency medications not found in either the emergency medication kit, the starter packs or unavailable from Diamond will be provided to your facility by a pre-arranged contracted local back-up pharmacy. We are willing to contract with a few back up pharmacies, if requested for convenience, better hours, and greater medication availability.

Due to our volume, we have very aggressive national contracts with most chain pharmacies and we are also willing to negotiate with any independently owned pharmacies of your choice. Diamond will enter into a contractual arrangement with the selected backup pharmacies.

When your facility is in need of emergency prescriptions, your staff will fax or electronically transmit to Diamond's specific STAT FAX LINE 24 hours a day, 365 days a year and Diamond will phone or fax the back-up pharmacy and arrange for the emergency prescription. In faxing the backup orders to Diamond first, we will serve as a gatekeeper to make sure the medications requested are necessary and are sent in limited quantities to help keep costs to a minimum.

If phoning Diamond with emergency orders, your staff will be directly transferred to a pharmacist immediately by pressing the pharmacist option on our automated phone system or after hours to our answering service which will patch a call through to the pharmacist on duty on site 24 hours a day.

Emergency prescriptions may be picked up or will be delivered directly to your facility utilizing the backup pharmacy's delivery service or by a prearranged taxi or courier service that Diamond will setup, if requested. The back-up pharmacy will bill Diamond and Diamond will bill your facility the contracted backup pharmacy prescription rate plus backup's delivery or on call charge, taxi or courier charge, if applicable.

Diamond realizes how important it is to receive emergency medications in a timely fashion and we will do everything to accomplish this.

Detailed reports of all emergency prescriptions will be provided by the back-up pharmacies with our monthly invoice. We will work together with the Medical Director to utilize this list to determine which medications should be added to the stock supply list to help minimize future emergency needs.



SEE EXHIBIT G

Medication Administration Records (MAR's)

We will maintain extensive patient profiles and provide accurate pre-printed MAR's once monthly for each inmate receiving medication, if requested.

MAR's will contain inmate name and number, date of birth, location, current medication list with directions, dosage form, hours of administration, prescription number, prescribers name, allergies, diagnosis, and start and stop date and the month and year. This serves as a charting mechanism for safe and efficient documentation of medication administration.

Our MAR's are customized to follow your facility's specific hours of administration (HOA's) and will be printed as such unless otherwise indicated for a particular order.

Our MAR's were designed by Diamond in conjunction with our correctional customers to meet their specific needs through multiple surveys asking for the requests.

Our laser printed MAR's are colorful and each HOA is printed in a different color on our MAR to make medication administration easy on the eyes. The day of the month is lightly shaded in each block to increase charting accuracy. There is charting space on the back of the MAR to document injection sites, PRN times, inmate refusals, adverse effects etc. Our MAR's contain a nurse's signature log on the front of each MAR.

We have a medical records department that maintains accurate records and thoroughly reviews all orders for duplications, discontinued medications, proper administration times etc. prior to shipping the MARs to your facility. We will send the MAR's in your facility's requested order sorted either by inmate name or number and also separated by cell block, if requested.

Our printed MAR's will arrive at your facility no later than five (5) working days prior to the end of the month or on any specific date requested. This date will be flexible each month based on your facility's specific request.

When you receive your MAR's, there will be an MAR update form enclosed making it simple to convey changes to us utilizing a check off format such as inmate transfers, discontinued medications, direction changes, etc.

We will also provide blank MAR's when requested for transcribing new MAR's for newly booked patients.

SEE EXHIBIT H



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Electronic MAR – We are offering a paperless Medication Administration Record (MAR) system which enables your staff to scan the inmate's barcode and each medication to assure the right patient is receiving the right medication at the right time. When scanning the inmate's badge, all the medications for that proper administration will pop up on the screen. If the wrong medication is scanned for the wrong inmate at the wrong time, the system will alert your staff prior to making a medication error. This will also electronically record the proper administration time and initials. The system will allow your staff to print reports on administration, non compliance, no shows, etc. This software is being offered at no additional charge to your facility if you are transmitting all orders utilizing our electronic ordering system.

Cost Containment

One of Diamond's main goals is to keep your cost per inmate within budget. In the following few sections, we've highlighted generic medication substitution, formulary implementation, clinical services management and our monthly statistical reports which are important tools to be utilized in reducing your costs.

The lowest cost generic or brand name drug will automatically be substituted for a therapeutically equivalent A rated product unless requested otherwise by the prescribers.

Our clinical pharmacists are well versed in making cost effective recommendations and in developing drug formularies. Our pharmacists are always available to answer any questions in regards to cost effective therapy.

Formulary management and statistical reports, which show usage trends and physician's prescribing habits, will be provided on a monthly basis.

In order to reduce costs further, we automatically split tablets of certain higher priced medications that have similar costs for various strengths. Tablet splitting is performed in accordance with the FDA requirements for prescription drug compounding. Medications will be split and packaged inside the bubble pack with proper directions indicating the dosage is for a half tablet and the proper strength. Splitting tablets yields up to a 48% savings. There are also certain medications where it is more cost effective to utilize two doses of a lower strength to equal the requested dose.

We will automatically substitute certain medications where it is more cost effective to utilize two doses of a lower strength to equal the requested dose, such as utilizing two generic pediatric Hepatitis Vaccines to equal the adult dose.

We will accept drug coupons and vouchers that your facility is able to obtain to provide medications at no cost to your facility. We will also assist you in finding such coupons and applying the discounts.



We have implemented an HIV Discharge Program in which your facility will be able to obtain certain HIV medications at no charge to your department for eligible inmates that are released from your facility when the proper paperwork and approval is completed. We will work in conjunction with your in-house discharge planner to facilitate this program.

Diamond will bill medical assistance, health insurance, ADAP, orders compensation, the Federal Government, ICE, US Marshall's, or other sources of payment whenever the patient is eligible.

Generic Medication Substitution

A generic medication is considered the chemical or common name of a product having the same active ingredient, strength and dosage form as the brand name medication. In an effort to reduce your pharmaceutical costs, Diamond encourages the use of generic medications in accordance with the provisions of state law and the prescriber's therapeutic objectives. Our pharmacists will select a therapeutically equivalent FDA approved A Rated FDA Orange Book generic medication (comparable bioavailability and or bioequivalency) and will substitute it for a brand name medication in accordance with the provisions of state law, unless the prescriber specifically states otherwise. If the prescriber requires a brand name medication, the words "Brand Medically Necessary" must be written on the order.

Formulary Implementation and Management

We will assist in the development, implementation, compliance, distribution and ongoing maintenance of a cost effective drug formulary for your facility, if requested. The purpose of the formulary is to utilize medications within certain therapeutic classes based on therapeutic value and cost. We will offer our current formulary to your Medical Department. We will work in conjunction with your prescribers to discuss additions or deletions of medications to the formulary by providing monthly medication usage cost comparisons for particular medication classes. Jointly formulating and controlling a medication list with specific prescribing guidelines, will greatly reduce your medication expenditures.

Our formulary is an extensive 29-page listing with many prescribing options and is comprised primarily of generic and cost effective brand name medications to encourage cost containment above and beyond our competitive bid without compromising the quality of care. Mark Zilner, R.Ph., Director of Operations of Diamond, and Vince Grattan, R.Ph., Director of Formulary Management, in conjunction with Diamond's other clinical pharmacists and input from many correctional prescribers wrote the formularies for numerous Department of Corrections and County Jail Facilities.

We have an internal staff of Clinical Pharmacists and Doctors of Pharmacy whose sole responsibilities are to develop and maintain drug formularies, keep abreast of new drug therapies, interactions and



medications. These pharmacists are available when requested to answer technical questions, to educate your staff, make cost effective recommendations, and to assure your patients are receiving adequate drug therapy consistent with the latest medical literature. These pharmacists are members of many correctional P & T committees throughout the nation and interact closely with the prescriber to ensure cost containment and quality care.

Our formulary is comprised primarily of generic and cost effective brand name medications to encourage cost containment above and beyond our competitive bid. We dispense generic medications, when available, and approved by the State Board of Pharmacy and the prescriber. We will work with the prescribers utilizing a team approach to medication therapy management to provide the most cost effective medications.

Our formulary contains two sections, one arranged by category and one alphabetized. Each entry lists both brand and generic names. In the classification section, there are dollar signs by each item showing relative costs. We also have the ability to provide actual pricing for each item, if requested. The alphabetized section has pages numbers listed to reference the appropriate categories.

We will enforce formulary compliance, if requested. Through a predetermined process, we will require the use of non-formulary request forms for non-formulary medications. This will aid the prescribers in utilizing only formulary items. If a non-formulary medication is ordered without a completed non-formulary request form, we will send an alert to each facility listing medication name and strength, patient name and prescriber so that the prescriber will consider changing the medication or completing a non-formulary medication request form to justify the medication. If the completed form is still not received, we will dispense your choice of either a small quantity of the medication or none at all until we receive the completed form or until the prescriber changes the prescription to a formulary medication. We will review and analyze non-formulary medication usage on a monthly basis. The utilization of our formulary with strict compliance in correctional facilities has been shown to significantly decrease total monthly pharmacy invoices.

We will implement an automatic therapeutic substitution program in conjunction with the Medical Director, if requested. We will work with the prescribers to develop a listing of equivalent dosages of more cost-effective medications that will not compromise care if switched. When a physician prescribes an expensive non-formulary medication on the list, we will automatically substitute the pre-approved more cost-effective equivalent in the proper dose and frequency. We will outline this substitution in detail so all prescribers and nursing staff are well aware of all of the substitutions.

Extensive formulary management services will be provided by working in conjunction with the medical director and the prescribers to reduce medication cost and to provide monthly usage data accompanied with statistical graphs.

We will provide a formulary exception report sorted by prescriber, medication name and/or by patient listing all the non-formulary medications prescribed for a particular period. That report will contain the following information: medication name and strength, dispense date, inmate name and number, prescriber, cost per prescription and total cost per medication dispensed.

We will systematically analyze aggregate patterns of medication usage in conjunction with the prescribers and recommend modifications such as eliminating the use of unnecessary or inappropriate medication, reducing waste, recommending more cost effective medications or therapies, reducing



nursing time required for medication administration, etc.

SEE EXHIBIT I

Clinical Services

Routine and emergency consultations regarding all phases of the institution's pharmacy operation will be provided continuously by a registered pharmacist 24 hours a day, 365 days a year. Our pharmacy hours of operation are 24 hours a day, 7 days a week; therefore, a pharmacist is readily available.

Diamond has a clinical consulting department headed by a clinical pharmacist and consisting of several Doctors of Pharmacy and Registered Pharmacists. Diamond conducts internal clinical P & T meeting to exchange ideas and to discuss cost control measures with our facilities. We will make cost effective recommendations supported with the proper documentation.

One of our pharmacists will serve as an active member (and chair, if requested) your facility's Pharmacy and Therapeutics (P&T), Pharmacy Quality Assurance (QA), Continuous Quality Improvement (CQI), Medical Leadership Committee and all other committee meetings as required by your facility during our reviews at no charge via video or teleconference. These meetings are the most vital piece of our cost effective formulary management program. These meetings allow us to work as a team face to face with your medical staff to continually raise the standard of care and to help reduce costs. We will also serve as a standing active member of the clinical team, providing consultations to the prescribers and nurses in relation to pharmaceutical therapy. During our meetings, we will also discuss topics including formulary management and usage, statistical reports, new medications, changes to the drug formulary, pharmacy inspections, drug regimen reviews, pharmacy operational issues, etc. These P & T meetings will be the most important part in Diamond assisting your facility with the quality of care and cost containment at your facility.

We have installed a video conferencing system in our pharmacy. If your facility has video conferencing capabilities, you will be able to have face-to-face meetings with our staff at any time. This will afford Diamond the opportunity to be present for any Pharmacy & Therapeutic, Quality Assurance, Healthcare Providers, and impromptu meetings. This is also an excellent media for our pharmacists, I.V. nurses and respiratory therapists to inservice your staff.

Our pharmacists will serve as a standing active member of the clinical team providing consultations to the prescribers and nurses in relation to pharmaceutical therapy and cost effective recommendations. They will provide recommendations on all aspects of pharmacy utilization including cost, usage, drug interactions, inappropriate usage, etc.

We will provide disease state management protocols for chronic illnesses, such as diabetes, hypertension, psychiatric, cardiovascular disease, asthma/COPD, HIV, etc., if requested. The protocols will include approved therapies and cost effective pharmaceutical guidelines.



Credit on Returns

Due to inmate turnover, medication changes, and the rising cost of medications, Diamond realizes the importance of issuing credit on returned medications. In acting as a partner to reduce the amount of waste and to decrease your cost per inmate per month, Diamond will offer credit on returned medications remaining in their original sealed blister pack which are stored under proper conditions, are within three (3) months of expiration, have not been released to the inmate population, are not controlled substances, and where permitted by the State Board of Pharmacy and FDA. Credit will be offered on full or partial cards. When returning, you simply need to place the peel off tab on our "Return Form" and write the quantity you are returning directly on the tab if your facility needs a receipt or you may just simply place the cards in a return box without peeling off the sticker or recording the returns. With your next statement, you will receive an alphabetized computerized copy of the credits showing the quantity returned and the exact amount of credit given for each line item. Non-creditable medications or medications that the inmates brought into the facility may also be returned for disposal / destruction at no charge to your facility. Diamond will be responsible for the shipping cost of all returned medications and will provide your facility with prepaid preaddressed FedEx PRP or UPS ARS labels. These labels simply need to be affixed to the return box and handed to the express delivery personnel on their normal delivery to each facility.

SEE EXHIBIT J

Medication Disposal and Destruction Process

Diamond will oversee the disposal of all unusable medications. Diamond will provide your facility with a return log that is to be completed as a record to document the return of unwanted medications. Diamond will provide prepaid shipping labels for these medications to be sent back to our pharmacy. Diamond has a contract with a waste disposal company that handles the destruction and disposal of these unwanted medications at no cost to your department. Our pharmacists will sign a destruction log and send it back to your facility verifying the returned medications have been destroyed.

Quarterly Statistical Reports

We will provide extensive quarterly and annual medication usage reports. Our formulary management reports contain comprehensive data statistics including color graphs and charts which will summarize specific medication utilization and trends, statistics, physician prescribing habits, and other necessary



utilization data. Statistical reports will be a vital tool to be utilized to enforce cost containment, monitor prescription usage, track trends and to provide other sources of important data. Diamond will provide any requested computer generated reports and statistical information in hard copy and electronically in a spreadsheet format. Most impromptu reports will be provided within one (1) or two (2) business days depending on the complexity unless requested by security to help search for diverted medications, in which case, the reports usually can be provided in less than an hour. All reports will be sorted in any requested format, order or groupings including by inmate name, medication, therapeutic class, prescribing physician, facility, etc. Our reports are outlined by graphs to illustrate patient's usage and to summarize monthly expenses to track trends. Data elements which will be utilized are but not limited to: Inmate Name, Inmate Number, Correctional Facility, Provider, Date of Service, Prescription Number, Medication Name, Medication Class, Medication Strength, Quantity Dispensed, Days Supply, Number of Prescriptions, and Drug Acquisition Cost. Reports will be available in alphabetical order. We will provide proper invoicing and printouts to facilitate full reconciliation of charges. These reports will greatly assist your facility in the proper analysis and management of prescribing practices. We are able to provide nearly any requested report and will customize our report package to meet your department's specific needs. The following reports are all available but are not limited to:

Computerized cost reports will be sorted by facility, patient name, and prescriber name by requested date range that summarizes drug cost by inmate name, facility, date range, medication name, therapeutic class, number of doses, percentages, etc.

Management data including medications ordered, processed, delivered and disposed.

Detailed inmate profiles

Patient medication allergy and medication interaction alerts

Medication usage per inmate

Medication utilization report

Summary of total medication costs

Continual narcotic controlled substances inventory and dose count

Psychotropic usage report

Computerized Medical Administration Records (MAR's)

Medication stop date reports alphabetical by inmate showing which prescriptions are approaching their discontinue date within a certain time frame. This report will show which orders are due to expire.

List of inmates taking medications that are known to produce adverse side effects when they are exposed to high temperatures or the sun

Total doses per inmate dispensed



Percentage of inmates on medications

Percentage of inmates on particular classes of medications such as controls, psychotropics, etc.

Formulary vs. non-formulary medications dispensed

Number of prescriptions per inmate

Number of new and refill prescriptions dispensed

Number of doses dispensed

High to low usage by dollar amount of formulary and non-formulary medications dispensed

High to low usage by quantity dispensed by medication, psychotropics, and OTC's

Medication breakdown listed by specific physician by class, specific medications, controls, psychotropics, all medications, etc.

Medication therapeutic classification reports outlining detail and usage (i.e. psychotropic, HIV, controlled substances, etc.)

Top ten (10) most expensive patient's profile showing a detailed listing

Cost containment recommendation reports

Side effect and medication interaction reports

OTC medication listing reports

Medication cost summaries

Medications and quantity ordered

Notification of medications reordered too soon

Invoices containing medication name, NDC and AWP

Itemized credit report showing prescription detail and credit for returned medications

Brand vs. generic detail report

Plus numerous customized management/cost containment reports are available upon request

Additional reports are contained in Billing Section of this proposal

NOTE: These are the standard report parameters; however, customized reports are available upon request and will be added to your monthly report package, if requested.



We will maintain all appropriate documentation, including but not limited to inventory records, controlled medication perpetual inventory, patient profiles, copies of all prescriptions, etc. All documentation will be open for review by the appropriate facility staff or appointed designee when requested. All reports will be provided, maintained and disposed of in compliance with all federal and state laws HIPAA regulations and department policies and procedures. There will not be any cost whatsoever for any requested reports.

SEE EXHIBIT K

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Online Reporting – We are offering a robust online program which will enable your facility to easily look up patient profiles, perform searches by patient, psychiatrist, formulary status, medication, drug class, patients on particular classes of medications, etc. and print the correct formulary reports on demand at your facility. This system will enable your facility to sort and generate almost any type of usage report and since it was designed internally by IT staff at Diamond, it can be customized and upgraded as needed specific to your facility's request. This will give your facility immediate access to all prescribing information for any computer with an internet connection and will be provided at no charge. This system will not substitute for Diamond's monthly formulary management reports or any impromptu reports you need us to produce, it will only enhance our reporting capabilities and provide an additional convenience for your staff.

SEE EXHIBIT B

Medication Information and Education

Diamond will provide medication information to prescribers, nurses, officers, and patients in regards to education on medication therapies, side effects, proper administration of medications, etc. We will provide the following:

An extensive health care video lending library list containing over 300 tapes on various medical related topics for use by your facility. Tapes are available at various educational levels for training of inmates, nurses and prescribers. Some of the most popular topics include IV infusion, medication information, nursing skills, respiratory, universal precautions, HIV, diabetes, etc. Videos may be borrowed and viewed by your facility and returned when finished free of charge.

Quarterly company newsletter written by Diamond Pharmacists which includes articles on medications, therapies, procedures, formulary management, company news etc.

Quarterly HIV newsletters written by two (2) Diamond clinical HIV pharmacists and edited by Joel Gallant, MD, MPH, Associate Professor of Medicine and Epidemiology, Johns Hopkins University School of Medicine, Associate Director, Johns Hopkins University AIDS Service.



Medication information on new medications, new generic medications, therapies, side effects, proper administration of medications, etc. will be provided. We will send memos to your facilities when a medication's color or imprint changes or when new generics are released.

Updated listing of medications which are currently on manufacturer's backorder along with the expected release date. We will also let your facility know when a backorder medication becomes available again. We will update your facility anytime this list changes. If an order is unavailable for over two (2) days, Diamond will notify your medical director and suggest alternative therapy.

A complete set of patient medication information monographs for formulary medications will be provided in English and Spanish, if requested. These monographs will outline the medications classification, usage, administration, and side effects. They will be provided to the staff to help educate them on the classification, usage, administration, and side effects of the medications to the inmates.

Medication reference materials, as needed, such as controlled substance lists, list of medications that should not be crushed, metric conversions, poison antidotes, etc. will be provided.

Current medical literature and regulation information will be sent to your facility regularly.

Listings of medications which are currently on manufacturer's back order along with recommendations of equivalent alternative medications. We will also let your facility know when a barcoded medication becomes available again.

Due to our large customer base, we have the ability to provide a list of contacts from other facilities to exchange information between facilities. When you have questions or would like to interact with healthcare professionals from other facilities, which may be able to give you input and share ideas, let us know and we will get you matched up with the appropriate person.

We will be instrumental in providing information on cost effective medication therapy and prescribing information to your physicians.

SEE EXHIBIT L

Monthly Stock Supplies

Diamond carries a complete line of prescription medications, over the counter medications (OTC's), health and beauty aids, durable medical equipment, medical supplies, enteral nutrition and respiratory therapy equipment. Prior to the contract initiation, in conjunction with the purchasing agent, we will determine a sufficient inventory stock amount based on the current products and amounts utilized. Appropriate stock quantity will be maintained by ordering in one of three ways:

We will customize for your facility order forms compiling all the stock items used by your facility, for simple accurate ordering. Each form will contain an alphabetized listing containing the complete description, package size and item number, if requested. To order, your staff simply



needs to indicate the quantity needed by each item and fax the form to Diamond.

Reconciliation sheets showing declining stock inventory for each medication to account for all doses dispensed will be used. When inventory reaches an agreed minimum amount, the form will be faxed to the pharmacy in order to achieve the agreed maximum amount.

Bulky and heavy stock supplies and OTC's will be shipped FedEx ground to keep costs to a minimum.

Invoicing

Monthly invoicing will be provided showing all charges and credits for returns will be provided once monthly or more often, if requested.

Invoicing will be provided in the format of your choice including hard copy, CD ROM, FTP site download, or diskette in Excel format.

Each statement will be sorted by your preference of inmate name, medication name, medication category, (i.e. psychotropic, HIV, etc), dispense date, physician, and/or cost, etc.

Statements will include the contract number and or purchase order number. Each line item will contain a prescription number, inmate name and identification number, medication name and strength, quantity dispensed, price, NDC number, date the prescription was dispensed, prescriber name, and credits.

Statements will be printed individually and billed directly, if requested, for each inmate or other jurisdiction such as ICE, US Marshall, federal government, federal inmates, other counties, etc, if requested.

Credits will be listed individually showing the amount of credit listed for each item. We will provide an alphabetized computerized printout of all credits issued showing patient's name, prescription number, date, medication name, quantity returned and amount of credit issued. We will provide a duplicate copy of your return form with the credit listed on each return label.

Diamond will bill compensation orders, medical assistance, health insurance, ADAP, the Federal Government, ICE, US Marshall's, or other sources of payment whenever the patient is eligible and if we are permitted to bill. These prescriptions to other sources will be billed at the State Medicaid Rate. If these sources shall not pay their invoice within 90 days, the facility will be responsible for all charges at the agreed upon facility's rate and Diamond will cease billing these sources.

Multiple copies of statements are available.

Customized invoicing reports are available.

SEE EXHIBIT M



Legal Guidelines

We will meet or exceed the quality standards and rules and regulations of the facility, State Laws, Federal Laws, Controlled Substance Act, State Board of Pharmacy, FDA, American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC), Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and HIPAA requirements. We have many years experience in assisting facilities achieve and maintain their accreditation.

We will strictly comply and adhere to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 in keeping private and to secure information which is considered Individually Identifiable Health Information (IIHI). We will provide a detailed action plan to ensure compliance with HIPAA regulations and will assist the facility in planning, developing and adhering to these requirements at the facility.

We will not discriminate against any patient and will provide the proper treatment of their pharmaceutical care.

We will monitor medication usage and distribution utilizing written policies and documentation sheets to ensure proper distribution of all medication throughout your facility.

We will provide adequate safeguards for all psychotropic and all scheduled controlled medications.

We will evaluate program effectiveness throughout the contract and will be a proactive member of the facility's interdisciplinary team, working diligently to assure that compliance is maintained with all federal, state, and local laws and regulations. Physician prescribing patterns and usage are analyzed monthly with statistics and graphs. We encourage questions and address quality of services. We constantly ask facilities questions such as "How can we improve our services?", "What procedures can Diamond do to save nursing time?", etc. We strive to meet your facility's every need. As part of Diamond internal TQM program we distribute customer satisfaction surveys to evaluate our performance. We pride ourselves on the quality of our services to the facilities we provide to and work closely with every aspect of our pharmacy program to assure this.

We are a licensed wholesaler in both Pennsylvania and Missouri and utilize a licensed repackager for stock medication as requested.

We are licensed in good standing with the State Pharmacy Boards in accordance with the standards of the Commonwealth of Pennsylvania and State of Missouri as a pharmacy and with the Federal Drug Enforcement Agency to dispense controlled substances in Schedules II through V.

We will supply all Material Safety Data Sheets (MSDS), when required and requested.

We maintain adequate general and professional liability insurance coverage in the amount of \$1,000,000 for each occurrence and \$3,000,000 aggregate through Columbia Casualty Company. In addition, we carry umbrella and excess liability insurance protection in the amount of \$8,000,000 through the same carrier. The underlying liability insurance is general, professional, automobile, and workers' compensation. Columbia Casualty Company carries a rating of "A" and a Financial Size Category of XV



(\$2 Billion or more) as published in the current Best Key Rating Guide (A. M. Best Company, Inc.). Therefore there will not be any residual risk to your facility. Documentation of said coverage is enclosed. Upon being awarded the contract, we will list your department as an additional insured (by endorsement) and provide you copies of said coverage. We will indemnify and hold harmless your facility from and against all loss or costs rising out of our gross negligence, criminal negligence or willful or wanton or intentional misconduct.

We will maintain other public liability insurance against all other bodily injury, property damage, and personal and advertising injury exposures including: on and off premises operations liability, personal injury liability insurance, independent contractor liability and completed operations and products liability.

We will maintain worker's compensation insurance for all employees employed by us including supervisors, administration and management personnel. Our insurance complies with all current workers' compensation and occupational disease laws in the Commonwealth of Pennsylvania and, if applicable, will conform to the laws of your state's workers' compensation and occupational disease insurance requirements.

We maintain \$1,000,000 combined single limit business automobile liability insurance coverage for all vehicles used in providing our services including owned, non-owned, and rented motor vehicles in the amount required by law.

We will retain as confidential all records of the facility.

We will maintain all appropriate documentation, including but not limited to prescription records, inventory records, medication destruction, controlled medication perpetual inventory, patient profiles, copies of all prescriptions, etc. All documentation relating to our performance will be maintained in an orderly fashion and is readily retrievable and will be open for review by the appropriate prison staff or appointed designee.

Diamond and its employees will observe all rules and regulations of your facility to the fullest extent while on the premises.

Diamond and their employees are independent contractors, not employees or agents of the facility.

We will retain all records regarding your facility for a period of at least seven (7) years.

Diamond is an Equal Opportunity Employer and will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation performance evaluations, and management relations for all employees. We will comply with the non discrimination employment requirements in that we will not on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty), disability, medical condition (including, but not limited to, AIDS, ARC, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the agreement. We will also provide services to all patients without discrimination on the grounds of any of the above. Diamond's Affirmative Action Plan is available upon request.

We will agree to all provisions of the Title II of the Americans with Disabilities Act of 1990.



SEE EXHIBIT N

Additional Products Available

Complete line of medical equipment and supplies such as latex gloves, exam table paper, bandages, test strips, braces, crutches, wound care products, walkers, wheelchairs, hospital beds, urologicals, etc. at the most competitive prices.

Complete line of over the counter and health and beauty aids such as aspirin, tylenol, shampoo, soap, hand lotions, disinfectant cream, toothpaste, individual unit dose packets, etc. are available.

Complete line of IV solutions and mixtures, including IV medications, IV antibiotics, IV pain medications, TPN's, PPN's and IV hydration, aseptically compounded by a registered pharmacist in our certified class 10,000 clean room under a class 100 laminar flow hood to ensure a sterile work area for the preparation of intravenous medications. These will be compounded by a registered pharmacist, IV certified nurse or pharmacy technician with appropriate training following USP Chapter 797, JCAHO and aseptic technique. All mixed products will be labeled and shipped ready to hang. Our team of IV Certified Registered Nurses is always on hand in event of nursing procedure questions. We provide a full line of solutions, medications, administration sets, pumps, equipment, and educational services. Our hood is certified annually to ensure the hood and compounding room creates a sterile work area.

We have a full service respiratory therapy department on staff including respiratory therapists, technicians, and a complete line of products and equipment.

Smooth Transition to New Services

We guarantee a smooth transitional period based on our years of correctional experience as we begin our partnership with your facility. Our transitional system provides a start-up schedule, which covers the initial inservice of staff by a registered pharmacist prior to the change of service via video or teleconference, a time frame for all transitional activities, and resolution of identified problems. We will inservice your staff shortly after notification. Immediately after being awarded the contract, we will phone your staff contact person with a proposed implementation schedule for approval. We will immediately send policy and procedures manuals, order forms, fax machines, medication carts, formularies, etc. for initial review. The initial week of the schedule will consist of gathering basic information from your facility. Our pharmacist will inservice your entire staff via video or teleconference which will be involved with any aspect of our pharmacy services program in accordance to the agreed upon Policy and Procedures Manual. We will train all shifts necessary. We will perform a thorough training of our ordering procedures, storage of pharmaceuticals, accounting procedures, pharmaceutical distribution, management and inventory, pharmaceutical trouble shooting, etc. Training and system support will be available throughout the contract period. While on-site we will gather information such as physician's licenses, contact person's names, emergency kits, policy and procedure development, formulary development, etc. We will ensure a smooth transitional period based on our years of correctional experience. We will work closely with your facility on the start up schedule and comply with any time frame necessary to meet your needs, if needed,



we can begin services on a moments notice. We will provide complete training to your staff prior to, during, and after conversion to Diamond Pharmacy Services Total Pharmacy Management System. A sample start up schedule time line is attached. It will be altered to meet your facility's specific needs.

SEE EXHIBIT O

Miscellaneous Corporation Information

Personnel and Resources

Diamond Drugs, Inc. employs over 850 qualified people including 60 experienced pharmacists and doctors of pharmacy, 1 certified registered nurse practitioner, 3 registered IV nurses for consultation, 8 licensed practical nurses for consultation, 2 respiratory therapists, and several pharmacy technicians who work closely together as a team coordinating all pharmacy procedures devised for servicing correctional institutions.

Our pharmacists have over 504 years of combined extensive correctional pharmacy experience (Curriculum vitae attached).

SEE EXHIBIT P

Business Classifications

Diamond Drugs, Inc. dba Diamond Pharmacy Services is a privately held corporation incorporated on December 3, 1979.

Diamond Pharmacy Services is located in the Greater Indiana Enterprise Zone (High Unemployment Region).

Federal Tax Identification Number: 25-1378278

SEE EXHIBIT Q



Qualifications and Awards

- ◆ 2006 Counsel of State Government "Innovations in State Government" National Award
- ◆ Joint Commission on Accreditation of Healthcare Organizations (JCAHO) accreditations for long term care pharmacies, medical supplies and IV infusion
- ◆ *Inc. Magazine's* "Top 500 Fastest Growing Independently Owned Companies"
- ◆ Pennsylvania Business Central's "Top 100 Businesses in Pennsylvania"
- ◆ Indiana University of Pennsylvania's "Family Business of the Year"
- ◆ Indiana County Business and Professional Women's "Employer of the Year"
- ◆ Indiana County Supported Employment Advisory Council's "Outstanding Employer of the Year"
- ◆ Top 100 People in Pennsylvania Business Central

Prior Experience

Diamond Pharmacy Services' employees are well versed in a wide range of pharmaceutical services. Diamond has been servicing nursing facilities for over 37 years and detention centers for over 24 years. We are currently servicing over 400,000 inmates in over 850 correctional facilities in 43 states and Puerto Rico and over 12,000 nursing home residents in over 260 facilities in Pennsylvania. Diamond has a strong working relationship with every facility we service. Enclosed is a partial correctional customer listing of the facilities we service; we encourage you to call them for a reference.

SEE EXHIBIT R

Diamond Pharmacy Services: An Invaluable Asset for Your Facility

The comprehensive pharmacy services program provided by Diamond Pharmacy Services will assist the Boone County Jail to operate in conformity with applicable regulations and laws, as well as provide cost savings, staff efficiencies, and quality services for the inmates at your facility. Diamond Pharmacy Services has extensive experience with pharmacy regulations in correctional facilities, which plays a vital role in maintaining compliance in your facility. We are independently owned and strive to offer our facilities the friendliest, most accurate, most cost-effective service. We are committed to make every effort to insure you receive convenient cost effective pharmacy services for your staff and inmates. Diamond Pharmacy Services is the logical choice for meeting the Boone County Jail's pharmaceutical service needs.

DIAMOND PHARMACY SERVICES

**ONLINE ORDER ENTRY &
PAPERLESS MAR SYSTEM**

CONFIDENTIAL



645 KOLTER DRIVE
INDIANA, PA 15701-3570
1.800.882.6337
1.877.234.7050 FAX

ONLINE ORDER ENTRY & PAPERLESS MAR SYSTEM

Page 1

User Log In

Dashboard Overview

Using Navigational Icons

Page 2

Adding and Finding Inmates/Patients

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Add/Edit User

Prescription Reports

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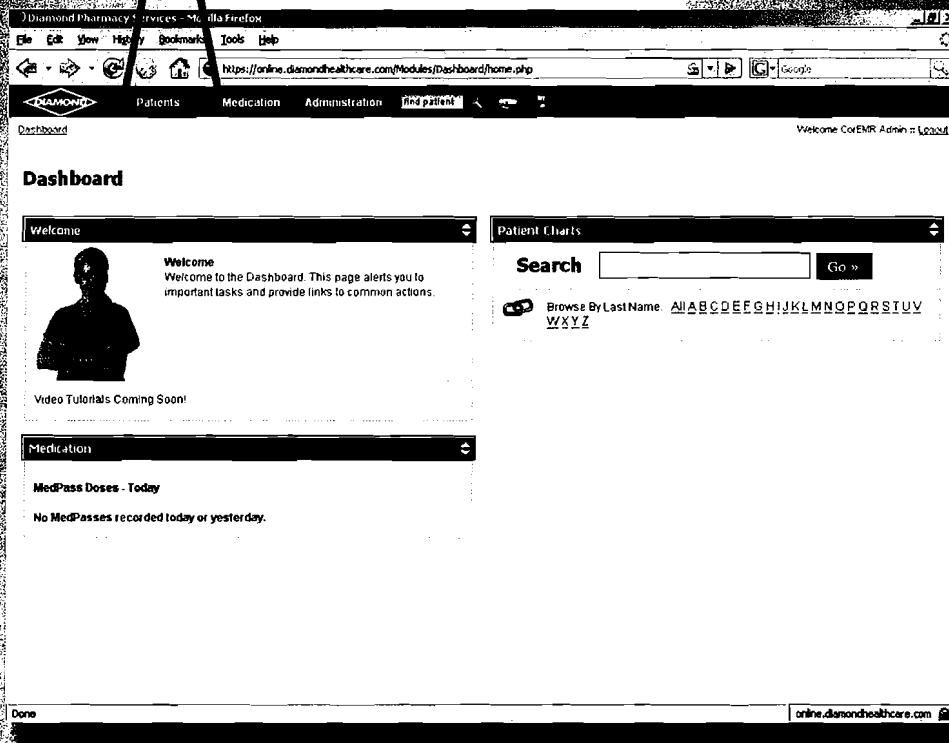
Online Order Entry & Paperless MAR System

LOGGING IN:

User Log In – Users will be able to log into the *Diamond e-Rx Program* by going to the website <https://online.diamondhealthcare.com>. If you have forgotten your username or password, please contact your facility administrator. New usernames and passwords can be supplied by your facility administrator(s).

Dashboard Overview - The dashboard is the first screen that appears when a user logs into the *Diamond e-Rx Program*. This screen allows users to view any critical messages from Diamond, search for a patient, approve medication (if appropriate) and view past visit pass information.

Using Navigational Icons – There are icons located at the top of the screen to allow users to quickly search for a certain patient, print the displayed screen or open a second window for the *Diamond e-Rx Program*.



ADDING AND FINDING INMATES/PATIENTS:

Adding a New Patient – To add a new patient, simply click on the Patients tab at the top of the screen and scroll down to "Add a Patient." The screen shown below will appear and you will need to enter all the demographic information about that inmate. Mandatory fields are marked with an asterisk.

Dashboard > Patients > Add Patient

Welcome CorEMR Admin > Logout

Patient Information

Please complete the fields below and click "Save."
Required fields are marked with an asterisk (*).

Personal Record	Booking Records
First Name * Jerry	Booking Number * 1111111
Middle Name	Book In Date * 1-10-2007
Last Name * Jabbar	Book Out Date
Known Aliases	
SSN 123-45-6789	
Date of Birth 12-12-1970	
Sex * <input checked="" type="radio"/> Male <input type="radio"/> Female	
Cell Location A3-1	
OMS / IMS ID Number	
Billing Agency county	
Work Status	
Spoken Language	
Ethnicity	
Medical Allergies	

Done online.diamondhealthcare.com

Searching for an Inmate – To search for an inmate's chart, click on the Patients tab at the top of the screen and scroll down to "Find Patient." All the patients will then appear. Users can search using any of the following: first name, last name, social security number or booking number. Any inmates matching your searching criteria will appear.

Dashboard > Patients > Find Patient

Welcome CorEMR Admin > Logout

Find Patient

Please enter text to search by Booking No., First Name, Last Name or SSN. Or click on a tab to browse by last name.

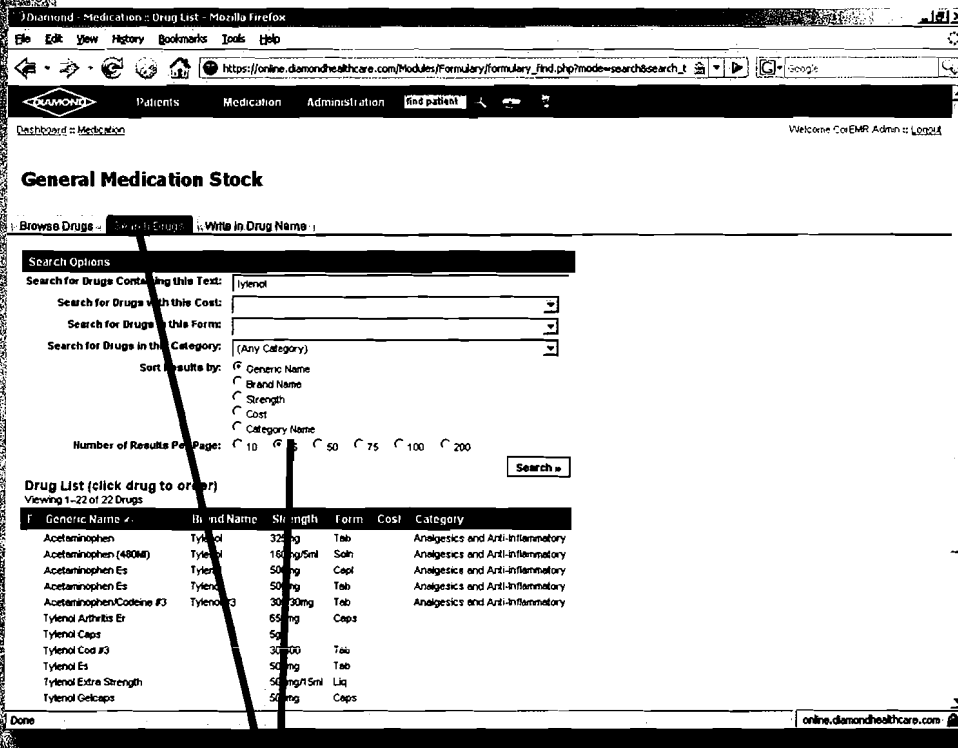
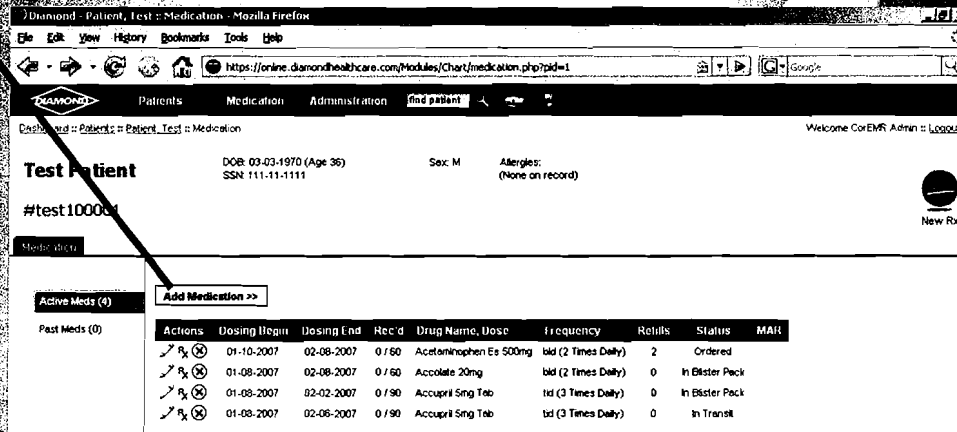
Search Results: All A-Z B-A C-D E-F G-H I-J K-L M-N O-P Q-R S T-U V-W X-Y Z

No patients found matching "zzz".

Done online.diamondhealthcare.com

ORDERING MEDICATION:

Ordering from Inmate's Chart – Users can order medication for inmates from the inmate's chart. Simply click on the "New Rx" icon on the inmate's chart page or the add medication icon in the ordering process. The next step will ask if you would like to order from Stock or Order Directly from the Pharmacy. Ordering from "Already in Stock" will not send anything to Diamond



Searching for a Medication – Searching for and finding the appropriate drug is a key step in the Diamond e-Rx Program. Users can search by category or by drug name. Clicking on the Search Drugs tab will allow users to simply type part of or the whole drug name and the matching results will be displayed. The user clicks on the appropriate drug to go to the order screen.

Order screen – The order screen is shown below. On this screen, users will first select which physician ordered the prescription from the prescriber drop down menu. The user will also select whether the physician would like to approve now or have the order sent to his/her digital approval queue. Other information entered on this screen includes the Sig information for the drug and the assigned MedPass credentials. Once the user clicks save at the bottom of this screen, the order has been made and the prescription will be processed by Diamond Pharmacy. Mandatory fields are again marked by an asterisk.

Diamond - Medication - Patient Prescription - Mozilla Firefox

File Edit View History Bookmarks Tools Help

https://online.diamondhealthcare.com/Modules/Formulary/formulary_order.php?drug_id=27&ndc_num=

Patients Medication Administration **Find patient**

Dashboard: Medication Welcome CorEMR Admin: Logout

Order for Test Patient

<< Go Back

* Note: Starred items are required.

Issue Information

Orderer: CorEMR Admin

Prescriber: (Choose One)

Prescriber Signature Approval *
Approval Type:
 Send to prescriber's digital signature queue
 Approve now via digital signature

Approval Priority:
 Approve when convenient
 Do not send order until approved

Prescription Date * 01-10-2007

Drug Information

Drug Name & Strength: Acetaminophen Es 500mg

Dosing Instructions * Custom Sig

Build Sig
Take 1 Caps

Special Instructions
 Take with plenty of water
 Take on an empty stomach
 Take with food
 Take after eating
 Do not operate heavy machinery
Other:

Substitutions * Generic Substitution Permitted

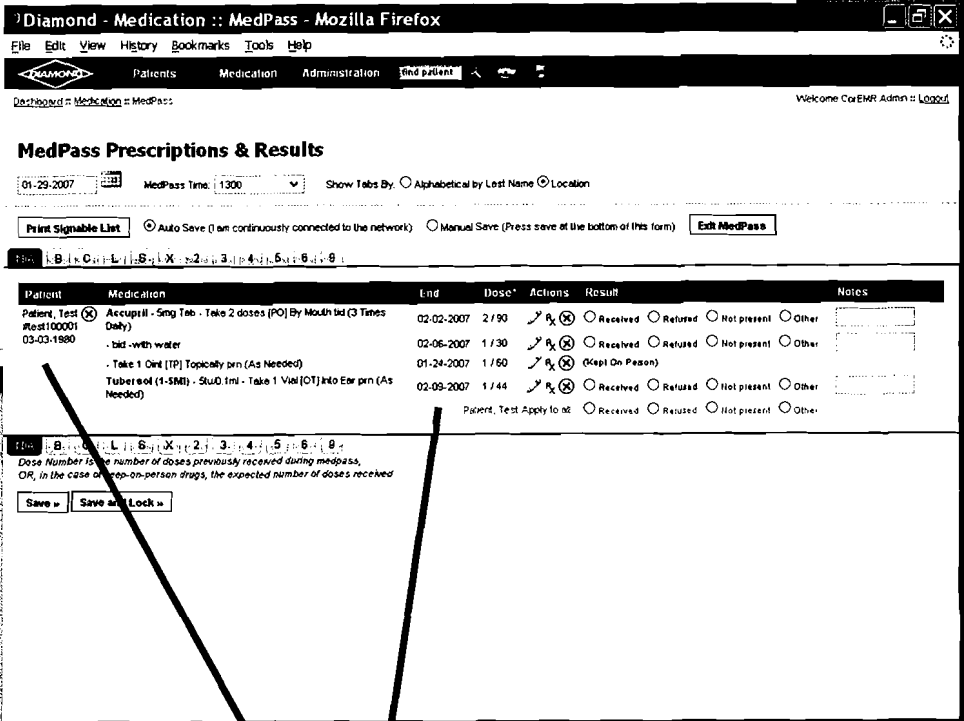
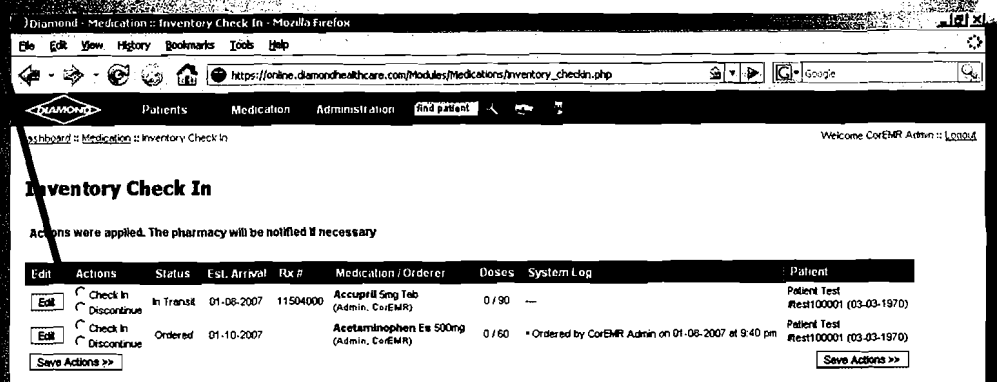
Done online.diamondhealthcare.com

CHECKING IN AND APPROVING MEDICATIONS:

Checking in Medications – Once medications arrive from Diamond, users can check these medications in and have them placed automatically on MedPass by clicking on Medications [1] at the top of the screen and selecting "Inventory Check In." If using a bar code scanner, the user simply scans the medication bar code and the system will automatically check that specific medication into the system.

(cont'd)

Approval Queue – Prescriptions ordered can be approved from the prescribing doctor electronically through this approval queue. Once physicians log into the system, they will be able to see items that require approval from the dashboard.



MEDPASS:

Distributing Medications / MedPass– To access MedPass, users click on the Medication menu at the top of the screen and scroll down to “MedPass.” Users then select the date and timeslot for the desired MedPass. Once selected, the *Diamond e-Rx Program* will display all the inmates that have medications for that certain MedPass sorted by housing location. As they distribute the medications, users indicate whether inmates received, refused or were absent for the MedPass. Users can also write any notes during the MedPass for record keeping. After distributing all the medication, users save the MedPass.

Reordering Medications – To reorder prescriptions, users go to the list of medications on the inmate's chart page (under the Medications tab) and click on the Rx symbol listed by each medication. Once clicked, this will send a notification to the pharmacy that this prescription needs to be refilled. Medications can also be re-ordered on MedPass by clicking on the Rx symbol if connected to the internet.

The screenshot shows a web browser window titled "Diamond Patient, Test :: Medication - Mozilla Firefox". The page displays patient information for "Test Patient" (DOB: 03-03-1980, Age 26, Sex: Male, SSN: 111-11-1111). Under the "Medications" tab, there is a table of active medications. A modal window is open, displaying a success message: "This prescription has been successfully reordered".

Actions	Dosing Begin	Dosing End	Rec'd	Drug
	01-11-2007	03-28-2007	0 / 57	Folic A
	01-10-2007	02-09-2007	0 / 44	Tuberc
	01-10-2007	03-28-2007	0 / 57	Folic A
	01-08-2007	02-08-2007	1 / 60	Accol
	01-08-2007	02-02-2007	1 / 90	Accol

Modal Window Content:

https://online.diamondhealthca...
 This prescription has been successfully reordered
 Estimated arrival is 01-12-07 (Friday).
 Assuming normal medication inventory check-in, this medication will be available for MedPass 01-12-07 11:00PM.
Prescription Details
 RX #: NA
 Date Prescribed: 01-29-2007
 Dosing Begin Date: 01-12-2007
 Dosing End Date: 03-28-2007
 Medication: Folic Acid 1mg
 Substitutions: 7, Generic Substitutions Permitted
 Dosing Type: Patient KOP (Keep on Person)
 Billing Agency: County
 Prescriber Name: John D Doran
 Refills Remaining: 0
 [Close]
 To change any details before sending to pharmacy
 [Edit Now]

Viewing Inmate's MAR – To view the inmate's MAR (Medication Administration Record), click on the medications tab on the inmate's chart. Listed to the side of each medication is a VIEW icon located on the MAR column. Clicking on this icon will retrieve the MAR for both that specific medication and other medications for that inmate. To be able to view a detailed MAR that lists who distributed the medications and any notes they would type while distributing the medication, users will need to click on the MAR Advanced Search under the Reports tab on the main inmate's chart page.

ADMINISTRATION:

Edit User - The *Diamond e-Rx Program* allows administrators to add additional users to the system by clicking on the Administration tab and "Add/Edit Users." The administrator will input the required information and save the new user. Once the new user logs in, they should be encouraged to change their password from the default password established by the administrator. This is done by clicking on the Administration tab and clicking "Edit My User Information."

Current Users

First	Last	Username	User Type	Active
CoreMR	Admin	admin	Application Developer	✓
Nelson	Agular	NAGular	Doctor	
Catherine	Baker	CBaker	Doctor	
Kecia	Barnes	KBarnes	Doctor	
John D	Doran	JDoran	Doctor	✓
Carla E	Estrope	NEstrope	Head Nurse	✓
Ninaria	Guzman	NGuzman	Doctor	
Diamond	Healthcare	diamond	Facility Administrator	✓
Suresh	Joshi	SJoshi	Doctor	
Brenda	Lune	BLune	Doctor	
William	Nekts	WNekts	Doctor	
Debra	Quandozo	DQuandozo	Doctor	
Irene	Rajwani	IRajwani	Doctor	
Minerva	Rodriguez	MRodriguez	Doctor	
Owendolyn	Shootes	GShootes	Doctor	
Judy	Soffler	JSoffler	Doctor	
Max	Solano	MSolano	Doctor	
CoreMR	System	CoreMR	Application Developer	
Tresonda	Thompson	TThompson	Doctor	

Add New User

Item Value

First Name:

Last Name:

Middle Initial:

Email Address:

User Type: (Select one)

Username:

Password:

Status: Active Inactive / Locked Out

Note: Users only appear on the Sick Call clinician drop-down list if they have a Sick Call Type DR or DEA Number

Note: Users only appear on the medication prescriber drop-down list if they have a DEA Number

Sick Call Type: (Cannot Perform Sick Calls)

DEA Number:

Note: The following fields are for reference only

Home Phone:

Work Phone:

Report: Prescriptions

Report Options

Search for Medicines Prescribed After Date: 01-10-2006

Search for Medicines Prescribed Before Date:

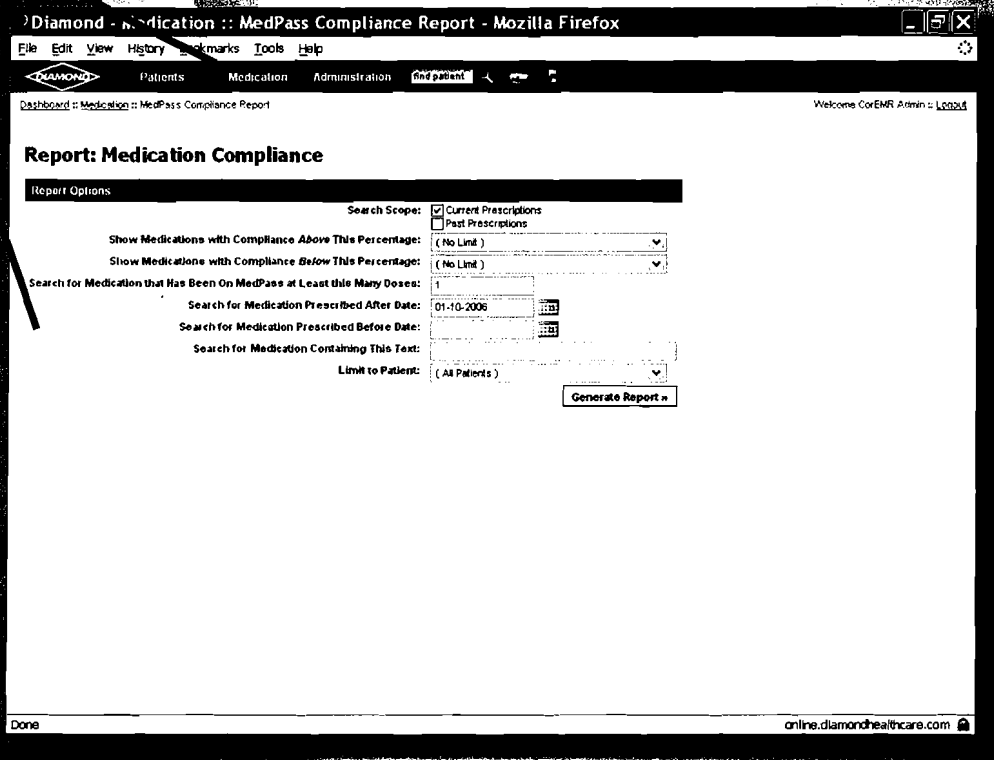
Search for Prescription Entries Containing This Text: folic acid

Report Results

Patient Name	Drug Name	Dose	Form	Frequency	Instructions	Prescription	Dosing Begin	Dosing End
Patient, Test DOB: 03-03-1980 SSN: 111-11-1111	Folic Acid	1mg		qd (Once Daily)	Take 1 Tab (PO) By Mouth qd (Once Daily)	01-29-2007	01-10-2007	03-28-2007
Patient, Test DOB: 03-03-1980 SSN: 111-11-1111	Folic Acid	1mg		qd (Once Daily)	Take 1 Tab (PO) By Mouth qd (Once Daily)	01-29-2007	01-11-2007	03-28-2007
Patient, Test DOB: 03-03-1980 SSN: 111-11-1111	Folic Acid	1mg		qd (Once Daily)	Take 1 Tab (PO) By Mouth qd (Once Daily)	01-29-2007	01-12-2007	03-28-2007
Patient, Test DOB: 03-03-1980 SSN: 111-11-1111	Folic Acid	1mg		qd (Once Daily)	Take 1 Tab (PO) By Mouth qd (Once Daily)	01-29-2007	01-12-2007	03-28-2007
Patient, Test DOB: 03-03-1980 SSN: 111-11-1111	Folic Acid	1mg		qd (Once Daily)	Take 1 Tab (PO) By Mouth qd (Once Daily)	01-29-2007	01-12-2007	03-28-2007
Patient, Test DOB: 03-03-1980 SSN: 111-11-1111	Folic Acid	1mg		qd (Once Daily)	Take 1 Tab (PO) By Mouth qd (Once Daily)	01-29-2007	01-12-2007	03-28-2007
Patient, Test DOB: 03-03-1980 SSN: 111-11-1111	Folic Acid	1mg		qd (Once Daily)	Take 1 Tab (PO) By Mouth qd (Once Daily)	01-29-2007	01-12-2007	03-28-2007
Patient, Test DOB: 03-03-1980 SSN: 111-11-1111	Folic Acid	1mg		qd (Once Daily)	Take 1 Tab (PO) By Mouth qd (Once Daily)	01-29-2007	01-12-2007	03-28-2007
Taylor, Gerald DOB: 10-20-1961	Folic Acid	1mg		QD	Take One Tablet(s) Orally Once Daily	12-14-2006	12-16-2006	02-06-2007
Washington, Benny DOB: 03-28-1952	Folic Acid	1mg		QD	Take One Tablet(s) Orally Once Daily	12-13-2006	12-15-2006	01-04-2007

Prescription Reports - The *Diamond e-Rx Program* allows users to search for medicines prescribed with date parameters. To access the reports page click on "medications" then "prescription reports." Enter in search criteria. A sample report page is displayed above.

MedPass Compliance Reports – This report allows users to see which inmates are taking less than a certain percentage of their medications. This report is accessed under the “Medications” tab.



PHARMACY SERVICES
www.diamondpharmacy.com
1.800.882.6637

DIAMOND PHARMACY SERVICES

**PRESCRIPTION
RECONCILIATION PROGRAM**

USER MANUAL

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DIAMOND
PHARMACY SERVICES



645 KOLTER DRIVE
INDIANA, PA 15701-3570

1.800.882.6337

1.877.234.7050 FAX

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Diamond Pharmacy Services User Manual

Step by step guide on using the Web Reconciliation Application

This document contains information on how to reconcile prescription orders and view reports using the Web Reconciliation Application.

February 2007. Document Revision 1

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Please Read Before Starting !!!

The Web Reconciliation Application uses your Internet Browser

Your login session will become inactive when you are idle for more than 20 minutes.

If you must leave the computer for an extended period of time you will lose all of your reconciliation work and will need to start over.

Please *completely* reconcile an order before leaving the computer.

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IV.	Using reports	9
V.	Searching.....	10
	Anatomy of the Search Screen	11
VI.	Changing your Password.....	12
VII.	Logging Out	12
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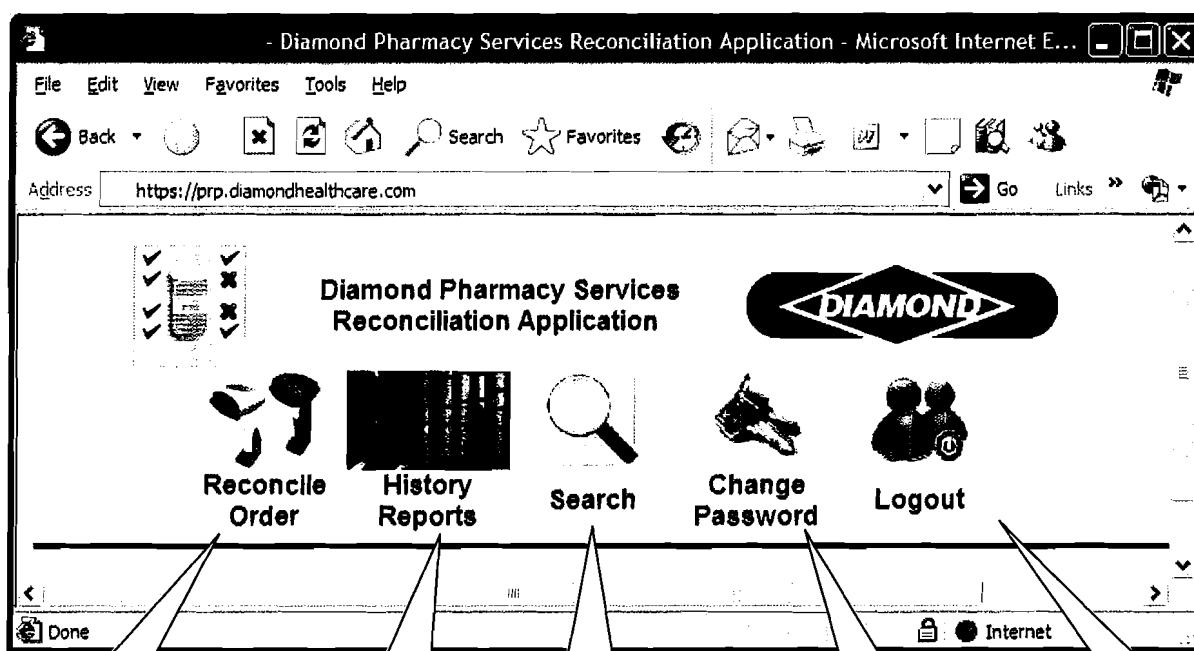
I. Logging onto the Web Reconciliation Application

1. Open your web browser and type <https://prp.diamondhealthcare.com> in the address bar and press the enter key.
2. Type your username in the username box, and your password in the password box, and then click the "Login" button.

 Passwords are case sensitive. Ensure that your caps lock key is off if you are experiencing difficulty entering your password.

II. Main Menu

The main menu allows you access all of the program features.



Reconcile Order:

Begins the process of reconciling the medication received against the delivery sheet.

See page 6...

History Reports:

Allows you to reprint reports from previously reconciled orders.

See page 9...

Search:

Search for past deliveries by Prescription number, inmate number, last name or dispense date.

See page 10...

Change Password:

Allows you to change your login password.

See page 12...

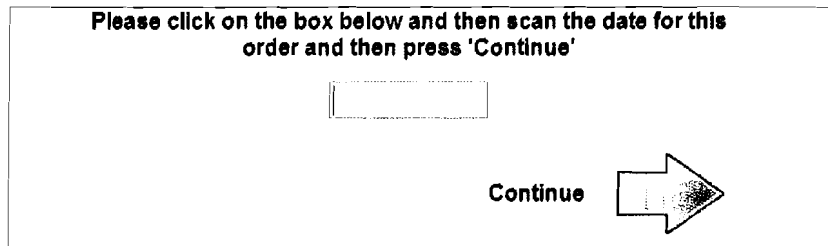
Logout:

Clicking here exits the system.

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III. How to Reconcile an Order

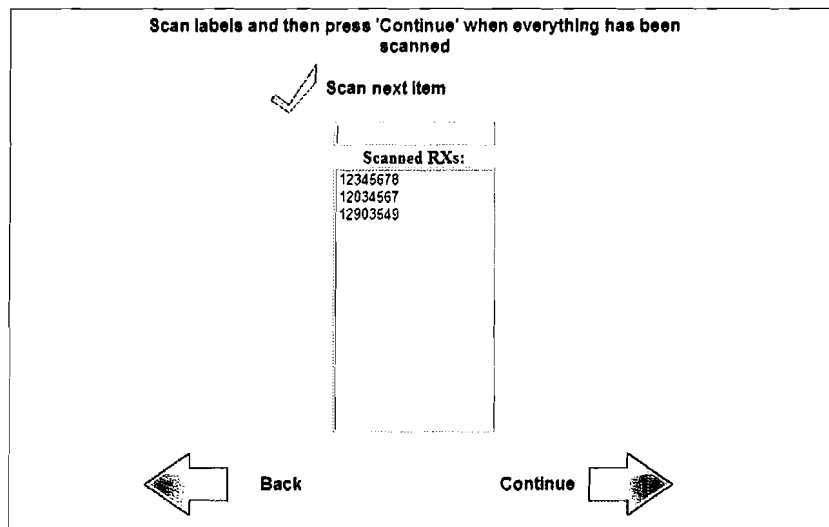
1. Once you have logged in, click on the “Reconcile Order” icon at the top of the screen.
2. Click inside the text box and scan the date barcode from the upper right corner of the delivery sheet you received with the order.



3. Click the “continue” arrow.

(If you have already begun reconciling an order for this date, the system will ask you if you would like to restart from the beginning)

4. Scan the barcode on the prescription label into the computer. As you scan each item, the prescription numbers will begin to list inside the box in the center of the screen. If you are scanning and nothing is appearing on the screen, you may need to click in the small text box above “Scanned RXs”



What if I accidentally scan a card more than one time?

A: Set the prescription item aside and make note of it. You will have an opportunity to remove duplicate scans in the next step.

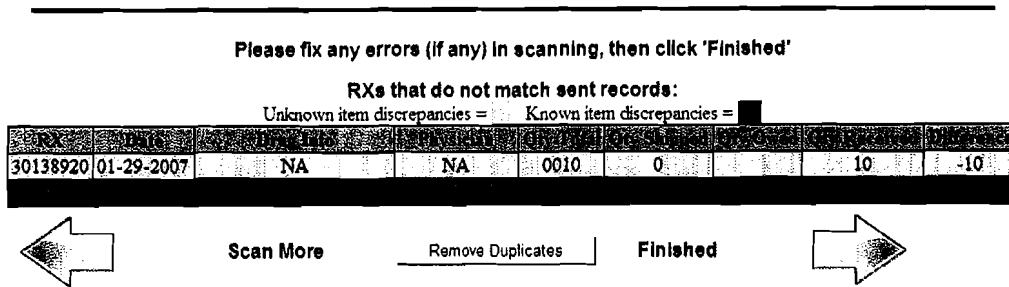
After each barcode is scanned, it should appear in the Scanned RX's

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box. If it does not, your scanner might not be configured correctly. Please see the troubleshooting section for help configuring your scanner.

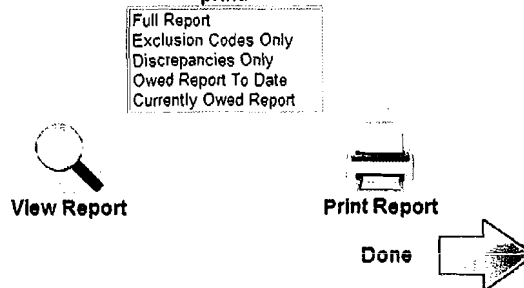
5. Click the "Continue" arrow.

6. Review the computer screen to see if there are any discrepancies in your order. Orange lines are quantity discrepancies, and grey lines are items that are not on the delivery sheet.
 - i. If you have missed scanning a card, you can click the "scan more" arrow. This will take you back to step 4.
 - ii. If you accidentally scanned a card more than one time, there will be a quantity discrepancy. Click on the "Remove Duplicates" button. This will allow you to scan and remove one card from your reconciliation session. Then press continue to see if there are any discrepancies remaining.



7. Click the "Finished" arrow.

Reconciliation Complete! Please select a report below to view or print.



8. You can view or print reports on this screen
 - i. Full Report- Displays all available reconciliation information about your order

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- ii. Exclusion Codes Only – Displays only orders which have an operator entered reason why the order did not come in your shipment
- iii. Discrepancies Only – Displays only orders for which the quantity scanned during reconcile does not equal the quantity shipped on your delivery sheet
- iv. Owed Report to Date- Displays a list of all medication orders to date that are reported on your delivery sheets as “owed.”
- v. Currently Owed Report- Displays only orders for the current reconciliation date that is reported on your delivery sheet as owed.

Once you have selected the desired report type, click on “View Report” or “Print Report”

- 9. Click the “Done” arrow when you are all finished accessing reports.



Clicking on “View Report” or “Print Report” and nothing is happening?

Your pop up blocker is probably keeping your report from opening. For most pop-up blocking programs, simply hold down the “CTRL” key on your keyboard, and then click on the icon.

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IV. Using Reports

1. Click on "History Reports" at the top of the menu bar. Select a date in the drop down box, and then click on continue.

Please select a report below to view or print.

Full Report
Exclusion Codes Only
Discrepancies Only
Owed Report To Date
Currently Owed Report



View Report



Print Report

2. Select the type of report you want.
 - i. Full Report- Displays all available reconciliation information about your order
 - ii. Exclusion Codes Only – Displays only orders which have an operator entered reason why the order did not come in your shipment
 - iii. Discrepancies Only – Displays only orders for which the quantity scanned during reconcile does not equal the quantity shipped on your delivery sheet
 - iv. Owed Report to Date- Displays a list of all medication orders to date that are reported on your delivery sheets as "owed."
 - v. Currently Owed Report- Displays only orders for the current reconciliation date that is reported on your delivery sheet as owed.



Clicking on "View Report" or "Print Report" and nothing is happening?


Your pop up blocker is probably keeping your report from opening. For most pop-up blocking programs, simply hold down the "CTRL" key on your keyboard, and then click on the icon.

3. Once you have selected the desired report type, click on "View Report" or "Print Report"
4. Click the "done" arrow when finished

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V. Searching

1. Click on the search icon in the menu bar.
2. Select the search terms you want to search by.
 - i. Search by "RX #"
 1. Select "RX #" from the box.
 2. Type an 8 digit Diamond Pharmacy prescription number in the text box.
 3. Click search
 4. Click on items in the results box to see additional information about the selected order.
 - ii. Search by "Inmate #"
 1. Select "Inmate #" from the box.
 2. Type all or part of an inmate number in the text box.
 3. Click search.
 4. Click on items in the results box to see additional information about the selected order.
 - iii. Search by "Last Name"
 1. Select "Last Name" from the box.
 2. Type the first three characters of the last name you are searching for.
 3. Click search
 4. Click on items in the results box to see additional information about the selected order.
 - iv. Search by "Dispensed Date"
 1. Select "Dispensed Date" from the box.
 2. Type a date in MM/DD/YY format.
 3. Click search
 4. Click on items in the results box to see additional information about the selected order.



Want to see more of your search results screen with less scrolling?
Press the "F11" key to toggle between standard view and full screen view. This keystroke works for Microsoft Internet Explorer browsers. If you are using a different browser, look in it's instructions to see if it has a full screen mode.

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Anatomy of the Search Screen:

The search terms selector lets you choose what you are going to search by.

The search text box accepts your search criteria.

The search results box shows you records that match your search criteria.

The record detail area show you extended information about a record that you have clicked on in the search results box.

Search For:
Please Select One:
 RX #
 Inmate #
 Last Name
 Dispensed Date

989

Search

1 results found.

RX#	Date Dispensed	Date Received	Name
98964544	1/31/2007	1/31/2006	FName LName

Date:	1/31/2007	Date Last Updated:	1/31/2007
Facility Code:	OF	Facility Name:	State Correctional
RX:	98964544	NDC:	64679090603
Drug Name:	Ranitidine		
Quantity:		Quantity Shipped Today:	120
Date:	1/31/2006	Reconciled Quantity:	120
Name:	FName M LName	Inmate #:	5456454
Patient Room:	5221	Physician Name:	Pepper, D
Price:	0.00	Quantity Owed:	0
Exclusion Reason:		DOT Flag:	P

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VI. Changing your password

Username:

New Password:

Re-Type New Password:

To change your password click on the Change Password icon in the menu bar. In the form, type your new password, and then retype it again. Click on Change Password, and your password will be set to the new password you have selected.

VII. Logging Out

Click on the "Logout" icon at the top of the screen to exit the program.

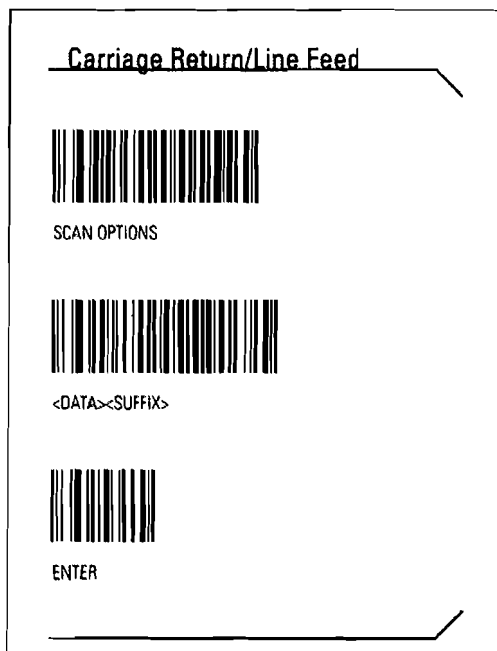
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VIII. Troubleshooting

When I scan prescriptions in, the numbers just keep stacking up next to each other, and never appear in the “Scanned RX” box.

Your scanner is probably not configured to send the “enter” key after each barcode is scanned. If your scanner was purchased from Diamond Pharmacy Services, it is a **symbol** brand scanner. Before proceeding, please check your scanner to see that it carries the “Symbol” brand name. If you use these setting with a non-symbol scanner, it may cause undesired operation of your barcode scanner.

If your scanner is a **symbol** brand scanner, please scan the barcodes below, in order from top to bottom, to set the scanner to send the enter key after each barcode is scanned.



When I click on the “view report” or “print report” icons, the report never shows up on the screen.

There are two possible fixes to this problem. Either the report opened up in another browser window (look in your task bar to see if there is another internet browser window) or the pop-up blocking software on the computer has stopped the report from opening. For most pop-up blocking software, simply hold the “CTRL” key while clicking on the icon to open the report.



PHARMACY SERVICES

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Technical Support - Extension 2700

DIAMOND PHARMACY SERVICES

**ONLINE REPORTING
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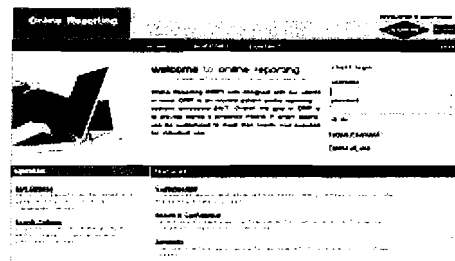


Online Reporting (ORP)

Diamond Pharmacy Services 645 Kolter Drive Indiana, PA 15701 1.800.882.6337

Overview

Online Reporting (ORP) is a robust web-based patient profile reporting tool offered by Diamond Pharmacy Services. Overall, the goal of ORP is to provide you with a simplified means which will enable immediate access to an accurate patient data retrieval system. As a user, you will have various reporting options, as well as multiple ways to view, sort, and print the dispensed data based on specified parameters.



Concentrated Data

ORP provides the ability to create customizable reports, showing strictly the data you want to review. In addition, advanced sort and search options are guaranteed to display the pertinent data in the format of your choice. ORP provides the option to perform the functions:

- ◆ Review multiple facilities individually or collectively
- ◆ Select a user specified date range for billed data
- ◆ Review multiple therapeutic classes individually or collectively
- ◆ Select all prescription classes, OTCs, or Controls
- ◆ Filter the report by individual or multiple patients, medications, or prescribers
- ◆ Select activity by insurance scenarios, no insurance, or insurance only
- ◆ View by formulary, non-formulary, or both
- ◆ Filter by stock, patient specific, or both
- ◆ Select to view brand name medications, generics, or both
- ◆ Ability to group data by your specification
- ◆ Ability to sort data ascending and descending within a grouping
- ◆ Ability to show only a specific number or percentage of records

Data Security

Eligible users are given access to ORP by means of a specific username and an auto-generated password. In addition, users are only granted the ability to view data which they are entitled to. Likewise, the data being transmitted from our servers to your local computer is strictly confidential and HIPAA compliant. ORP is equipped with 128-bit secure socket layer (SSL) which ensures encryption of the data as it is passed from our server to the client.



Accessibility

Our reports are available when you need them. ORP was designed as an online distributed system to provide you with access 24/7. The system only requires a connection to the internet and an internet enabled browser, therefore no additional software is needed to operate ORP.



Search Options

You have the ability to filter a report further by individual or multiple patients, medications, and prescribers. In order to give you added control, the search feature can further be limited by the date range and the facility you choose. Only the patients, medications, and prescribers which have had activity in the date range at the facility will be returned to your search results. Furthermore, advanced search options are provided and explained in order to return more exact query results.

Customization Options

The customization screen is divided into four categories: location/date, medication groups, filter by, and group/sort. Below is a view of each category:

<p>Location / Date</p> <p>This category allows you to choose multiple or individual facilities which will be included in the generated report. Also, you can choose whether the report will include prescriptions which are actually billed or profiled. In addition, a date range must be selected.</p>	<p>The screenshot shows a window titled "location date". It has radio buttons for "Billed" (selected) and "Active". Below is a list of four facilities: SAORP 1 SAMPLE FACILITY 1, SAORP 2 SAMPLE FACILITY 2, SAORP 3 SAMPLE FACILITY 3, and SAORP 4 SAMPLE FACILITY 4, each with an unchecked checkbox. There are "Select All" and "Clear All" buttons. Below are "Start" and "End" date fields with "03/01/05" and "03/24/05" respectively, and a calendar icon. A calendar is displayed below, with the date 23 highlighted.</p>
<p>Medication Groups</p> <p>This category allows you to choose multiple or individual therapeutic classes which will be included in the generated report. Also, you can choose to view activity for all medication types or only by OTC's or controls.</p>	<p>The screenshot shows a window titled "medication groups". It has a "Therapeutic Class" section with a list of classes: Analgesic, Anti-Anxiety, Antibiotic, Anti-Cholinergic (checked), and another partially visible class. Below is a "Medication Type" section with radio buttons for "All Medication Types" (selected), "OTC", and "Controls".</p>



Customization Options (continued)

Filter By

This category allows for a wide range of flexibility in your report. After choosing a search option (patient, medication or prescriber), you can query the data to produce results that have activity for the selected facilities and within the specified date range. In addition you can filter the report by multiple or individual selections from your search result set. This category also includes insurance, formulary and non-formulary, stock and patient specific, and brand and generic options.

filter by

Filter By

(284) results were found.

<input checked="" type="checkbox"/>	PATIENT/10574707	SAORP	<input type="button" value="▲"/>
<input type="checkbox"/>	PATIENT/10575677	SAORP	<input type="button" value="▼"/>
<input checked="" type="checkbox"/>	PATIENT/10576643	SAORP	<input type="button" value="▲"/>
<input type="checkbox"/>	PATIENT/11273883	SAORP	<input type="button" value="▼"/>

Select All

PATIENT/10576643 | ORP_PSP001
 PATIENT/10574707 | ORP_PBR030

Insurance Only No Insurance
 Both

Formulary Non-Formulary
 Both

Stock Patient Specific
 Both

Brands Generics
 Both

Group / Sort

This category allows the report to be grouped and totaled by patient group, patient, medication, prescriber or date filled. Also, within the grouping, you can sort each individual field on the report ascending or descending. In addition, this category allows the option to show only a number or percentage of records.

group | sort

Group By
 Patient Group
 Patient
 Medication
 Prescriber
 Date Filled

Sort By
 Medication | ASC
 Price | DESC

Shown Results Percent



User Friendly

One of the main focuses of ORP is the ability to easily utilize and navigate the website. The main functionality of ORP has been placed on a single screen. The customize screen is sectioned into four categories to simplify ORP navigation. In addition, after you have generated a report, your custom options will be saved until you run another report. This feature will allow you to quickly run the same report without selecting the same options over and over again. The focus of ORP has been placed on retrieving data quickly and simply.

Report Preview

The report preview feature is an easy way to simply view on screen or to preview prior to exporting. The most recent report you generate will be saved until the next report is ran.

Below is a sample report with data which is grouped by patient name and then by descending price. Each grouping is subtotaled to show the group name, with the total quantity and cost. Entire report totals are included at the end of each report, as well as a summary of the customization options you selected.

<u>RX#</u>	<u>Patient Name</u>	<u>Medication</u>	<u>Qty</u>	<u>Price</u>	<u>Date Filled</u>	<u>Patient Group</u>	<u>Prescriber Name</u>
909491	JONES, TOM	ALBUTEROL 90MCG	30	\$2.00	3/5/05	SAOR	DR. SMITH
		* JONES, TOM	30	\$2.00			
943932	DOE, JOHN	ACETAMINOPHEN 500MG	20	\$0.25	3/10/05	SAOR	DR. ROBERTS
943932	DOE, JOHN	ACETAMINOPHEN 500MG	20	\$0.25	3/18/05	SAOR	DR. ROBERTS
943960	DOE, JOHN	DOXYCYCLINE 100MG	20	\$9.45	3/10/05	SAOR	DR. ROBERTS
		* DOE, JOHN	60	\$9.95			
938938	BELL, WILLIAM	BENZOYL PEROXIDE 10%	45	\$3.85	3/10/05	SAOR	DR. MARCUS
938933	BELL, WILLIAM	CEPHALEXIN 500MG	90	\$8.00	3/10/05	SAOR	DR. MARCUS
		* BELL, WILLIAM	135	\$11.85			

Export Options

ORP quickly builds your report dynamically allowing you to share the generated data in the format you desire. The supported export options are shown below:

Reports can be exported and viewed in Adobe Acrobat Reader, Microsoft Excel and Microsoft Word. The available export formats are PDF (portable document file), XLS (Excel spreadsheet), and RTF (rich-text file).

Export Report

Choose Format

Adobe Acrobat (PDF)

MS Excel (XLS)

MS Word (RTF)



Online Reporting (ORP)

RX Search

In addition to generating reports, users can also perform on-screen script searches and view such fields as: RX#, price, quantity dispensed, date filled, patient name, directions (sig), and more.

ORP Support

Users are encouraged to download the supplied user manual from the support screen as a helpful reference. If you are still experiencing problems, please contact Joshua Hankinson in Systems Development. 800-882-6337 x1027 (phone), 724-349-2604 (fax), orp@diamondpharmacy.com (email).

Online Demonstration for General Users

Users who do not have a valid username and password are able to gain access to ORP with a generic login, in order to view sample data. The purpose is to enable potential clients the ability to sample the functionality of ORP. The following steps are necessary to gain access to ORP:

- ◆ **Current Users (supplied with a valid username/password)**

1. Navigate to the URL <http://orp.diamondpharmacy.com/>
2. Enter your registered username and password (case sensitive)
3. Click 'Go'
4. Utilize the system as desired

- ◆ **General Users**

1. Navigate to the URL <http://orp.diamondpharmacy.com/>
2. Enter the username: **ORPSAMPLE**
3. Enter the password: **password**
4. Click 'Go'
5. Use the system as desired

***Note – When logged in as a potential client, be aware that actual patient and prescriber information is fictitious.**

New Customer Signup

New customers will be required to send the following information in order to gain access to ORP:

- ◆ First name
- ◆ Last name
- ◆ Email address
- ◆ Facility name(s)

After you have submitted the following information to orp@diamondpharmacy.com, you will be given a specific username and an auto-generated password which will enable entry to ORP.

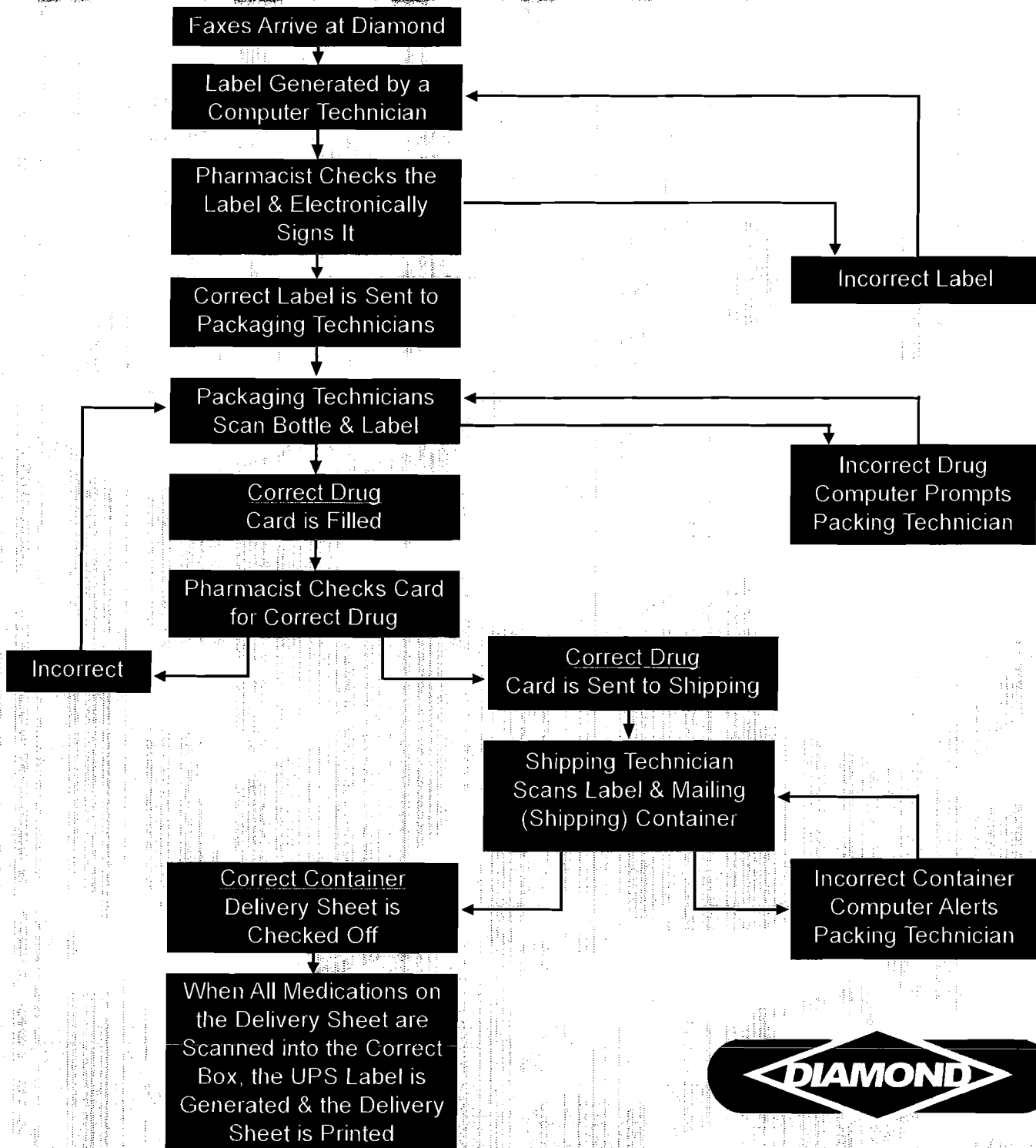
Online Automated Demonstration

Online Reporting also provides an online automated demonstration of the system's features and capabilities at the following web address: <http://orp.diamondpharmacy.com/demo>



EXHIBIT C

PHARMACY WORK FLOW QUALITY ASSURANCE



- ♦ Improved Accuracy: All drugs will be checked by the computer, then by the pharmacist.
- ♦ The computer will be checking the delivery sheets to ensure the medications are put into the correct box.
- ♦ Owed items will be printed on the delivery sheet when they are owed and when they are sent.
- ♦ All questions regarding orders will be printed on the delivery sheet, i.e. "early refill" or "too soon to send".
- ♦ All personnel involved with any step from label generation to shipping will be tracked by the computer.



645 Kolter Drive
Commerce Park
Indiana, PA 15701-3570

Phone: 1.800.882.6337
Fax: 887.234.7050

To: All Facilities
From: Joan Zilner, R.Ph, President
Re: Error Reporting

In an effort to improve our service, we have developed error report forms, which we are asking you to complete and fax to us when errors occur. Diamond has always tracked errors closely; however, sometimes the information provided to us is incomplete. The enclosed new form, which is to be filled out by your facility, is intended to give us more information to help pinpoint the cause of the error. It will also ensure that all errors reach management, and that they will be properly addressed.

We are always concerned with medication errors, the consequences that may result from them, and the inconvenience they cause your facility. Our reported error rate is low at 0.135%, which is well below the national average of 1%; however, our goal is to decrease that number even further. We are implementing many new programs throughout our pharmacy, including a bar code system to help minimize errors. To improve our Quality Assurance plan for reporting errors we need all of them to be documented and addressed with the involved personnel.

We are one of the few correctional pharmacies accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and we strive to uphold their high standards in all of our procedures. We appreciate your cooperation. The procedure for reporting errors is enclosed. Please make copies of the enclosed error reporting form as necessary.



PROCEDURE FOR REPORTING ERRORS TO DIAMOND

When an error occurs, please fax the following information to Diamond at

1.877.234.7050.

Please only fax errors to this number.

1. Complete the Error Reporting Form- be sure to fill it out completely.
2. Make a copy of the label and packaging which contains the error (it contains the initials of the packer and the dispensing pharmacist).
3. If the error occurred on the label, also fax a copy of the original order.

The corrected medication will not be resent from the error tracking form. If you need us to resend the medication, please notify your technician on an order sheet or by phone.

SAMPLE ERROR REPORTING FORM



DIAMOND PHARMACY SERVICES ERROR REPORTING FORM – CORRECTIONAL FACILITIES

You must attach a copy of the label and packaging and the original faxed order if applicable.

When an error occurs, please complete this form and fax along with a copy of the original order and a copy of the label and package (if applicable) to Diamond Pharmacy at 1-877-234-7050. When reporting a problem make sure that there were not any notes faxed or sent to the facility stating a problem with the order. Medication Administration Records (MAR) changes must only be documented on the "MAR Correction Form". If you do need the medication sent please fax or phone your technician.

Facilities Full Name _____ (No abbreviations)	Individual Reporting Error _____
Today's Date _____ Prescription Number _____	Date Order was Faxed _____ Time Order was Faxed _____

Check Type of Error

- Incorrect Medication Dispensed**
 - Wrong Medication
 - Wrong Strength
 - Wrong Quantity
 - Wrong Medication Route
(i.e., Liquid, oral, injectable, rectal)
 - Packaged Incorrectly
(i.e., Whole tablets instead of half tablets)
- Incorrect Label**
 - Wrong Inmate Name
 - Wrong Inmate ID Number
 - Wrong Medication Name
 - Wrong Strength
 - Wrong Directions
 - Wrong Quantity
 - Wrong Prescriber
 - Wrong Discontinue Date or Number of Refills
- Medication Not Sent – Was the Item Listed on the Delivery Sheet?** Yes No
(Verify fax confirmation. Was order faxed after the cut off time? Was it too early to refill? Has medication reached the discontinue date or was out of refills? Was the medication phoned into the back up pharmacy? Was there a problem listed on the delivery sheet?)
- Order does not belong to our facility**
- Entire Order Not Received – Was the order faxed prior to the cut off time, Is the package in the mail room?**
- Incorrect MAR – List on "MAR Correction Form" Only.**

Were incorrect medications taken? Yes No Was any harm caused? Yes No

Action taken/additional information _____

Fill in Error Category _____

- A – Circumstances or events that have the capacity to cause error.
- B – An error occurred but the medication did not reach the patient
- C – An error occurred that reached the patient but did not cause the patient **harm.**
- D – An error occurred that resulted in the need for increased patient monitoring but not patient **harm.**
- E – An error occurred that resulted in the need for treatment or intervention and caused temporary patient **harm.**
- F – An error occurred that resulted in initial prolonged hospitalization and caused temporary patient **harm.**

THE FOLLOWING SECTIONS TO BE COMPLETED BY DIAMONDS

Response		
<input type="checkbox"/> Fax Not Received <input type="checkbox"/> Too Soon to Fill <input type="checkbox"/> Missed Order	<input type="checkbox"/> Called to Back-Up <input type="checkbox"/> Faxed After Daily Cut Off Time <input type="checkbox"/> Verbal Order Not Phoned In	<input type="checkbox"/> Sent to Wrong Facility <input type="checkbox"/> Entire Order Not Received <input type="checkbox"/> Order does not belong to our facility
Further Explanation of Error _____ _____		
Signatures of involved personnel		
_____ Computer Technician	_____ Prepacker	_____ Pharmacist
Reviewed by:		
_____ Error Coordinator	_____ Dept. Supervisor Pharmacist	_____ Dept. Supervisor Tech
_____ President		



CORRECTIONAL FACILITY PRESCRIPTION ERROR COUNT JULY 2004

PACKAGING ERRORS	
Wrong Medication	8
Wrong Strength	11
Wrong Medication Rate	0

INPUT ERRORS - LABELING	
Wrong Inmate Name	5
Wrong Strength	8
Wrong Medication Name	10
Wrong Directions	5
Wrong Quantity	0
Wrong Prescriber	0
Wrong Dose	0
Incorrect MAR	0
Wrong Discontinue Date/Number of Refills	0
Allergies	0

IV ERROR COUNT	
Wrong Medication	0
Wrong Solution	0
Wrong Rate	0
Wrong Frequency	0
Wrong Prescriber	0
Pump Problem	0
Wrong Patient	0

Total Errors	42
---------------------	-----------

Errors are based on all prescription items and profiled prescriptions. In July 2004, there were 42 errors, divided by 669,688 prescriptions, equates to 0.63 errors in 10,000.

We are also providing our Error Counts for January 2004. In January 2004, there were 30 errors, divided by 619,697 items, equates to 0.49 errors in 10,000.



DIAMOND PHARMACY SERVICES 645 KOLTER DRIVE INDIANA, PA 15701-3570

FAX: 724.349.2945

CLARIFICATION FORM FROM DIAMOND PHARMACY SERVICES

FACILITY: _____

DATE: ____ / ____ / ____

The following prescriptions cannot be sent with today's orders due to the reasons indicated below (i.e., missing drug strengths, inmate number, cell block, etc.). If any of the medications are needed, please re-fax each original order containing the information requested. Any medications that are reordered too early will require a written explanation if needed.

INMATE NUMBER	INMATE NAME	HOUSING UNIT	MEDICATION	DOCTOR	DATE FIXED	APPROX TIME FIXED	PAGE NUMBER	QUESTION/PROBLEM

CLARIFICATION FORM SAMPLE



EXHIBIT D

MEDICATION CARTS

THE FOCAL SERIES



PHARMACY SERVICES

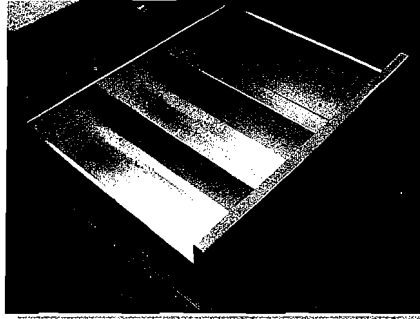
*Focusing On What is Really Important for the
Correctional Environment*



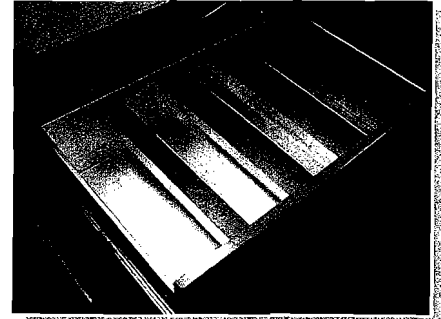
THE FOCAL SERIES

DIAMOND PHARMACY CARTS INCLUDE AS STANDARD:

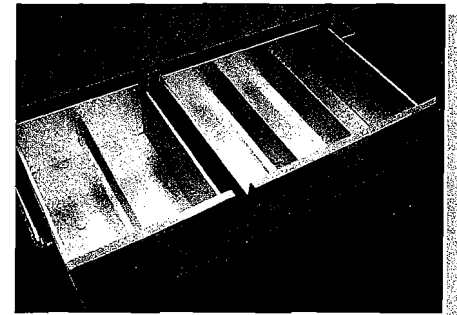
- ◆ Best® Lock with Removable Core
- ◆ Spring Loaded Narcotic Box
- ◆ Pull Out Writing Surface
- ◆ Chart Holder
- ◆ 3 Compartment Cup and Tray Organizer
- ◆ Waste Container
- ◆ Card Row Dividers with Sub-Dividers
- ◆ Heavy Duty Caster with Brake
- ◆ Self Closing Accuride Slides
- ◆ Aluminum Shell with Vinyl Coating Insures the Ultimate Balance of Durability and Endurance
- ◆ Extended Base for Maximum Stability
- ◆ Preplaced Inserts for Flexible Placement of Accessories



F3 MODEL - 9 Bin Capacity
Holds up to 450 Punch Cards



F4 MODEL - 12 Bin Capacity
Holds up to 600 Punch Cards



F5 MODEL - 15 Bin Capacity
Holds up to 750 Punch Cards



F3 MODEL

9 BIN CAPACITY UP TO 450 PUNCH CARDS

CART SPECIFICATIONS

Cart Base 24 3/4" D X 28" W

Cart Height 43 5/8"

Work Surface 22" D X 26" W

Slide Out Shelf 16" D X 13 1/2" W

DRAWER SPECIFICATIONS

One Small Drawer

18 3/4" D X 23" W X 3 1/2" H

Three Large Drawers

18" D X 23" W X 9 7/8" H

- ◆ *Large Capacity Without the Large Cart Size*
- ◆ *Proven and Reliable Locking System with Best® Lock with Removable Core Standard and Master Lock® Narcotic Lock*
- ◆ *Lightweight and Durable*
- ◆ *The Longest Lasting Cart in the Industry*

F4 MODEL

12 BIN CAPACITY UP TO 600 PUNCH CARDS

CART SPECIFICATIONS

Cart Base 24 3/4" D X 34 3/4" W
 Cart Height 43 5/8"
 Work Surface 22" D X 32" W
 Slide Out Shelf 16" D X 13 1/2" W

DRAWER SPECIFICATIONS

One Small Drawer
 18 3/4" D X 29 5/8" W X 3 1/2" H
 Three Large Drawers
 18" D X 29 5/8" W X 9 7/8" H



F5 MODEL

15 BIN CAPACITY UP TO 750 PUNCH CARDS

CART SPECIFICATIONS

Cart Base 24 3/4" D X 43 5/8" W
 Cart Height 43 1/2"
 Work Surface 22" D X 39" W
 Slide Out Shelf 16" D X 13 1/2" W

DRAWER SPECIFICATIONS

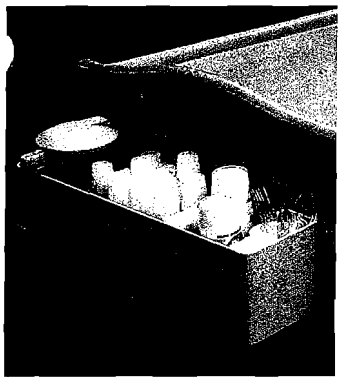
Left Side

18 3/4" D X 14 1/8" W X 3 1/2" H
 18" D X 14 1/8" W X 9 7/8" H

Right Side

One Small Drawer
 18 7/8" D X 23" W X 3 1/2" H
 Three Large Drawers
 18" D X 23" W X 9 7/8" H

STANDARD FEATURES



All Purpose Organizer Tray

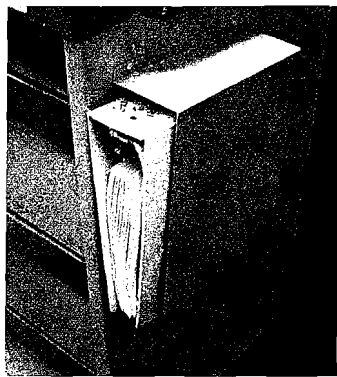
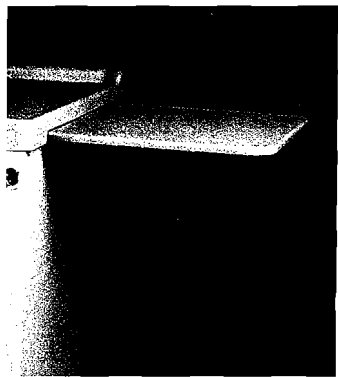
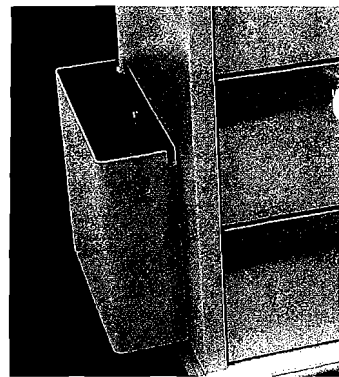


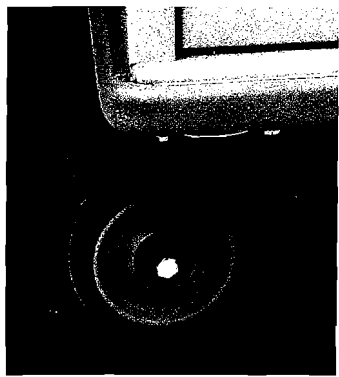
Chart Holder



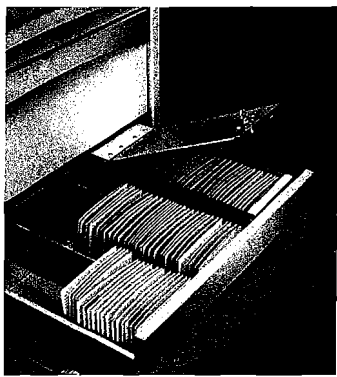
Pull-Out Shelf



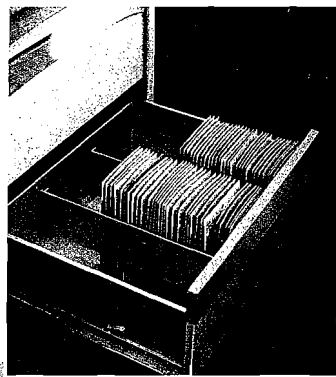
Waste Container



5" Polyurethane Wheels with Heavy Duty Casters

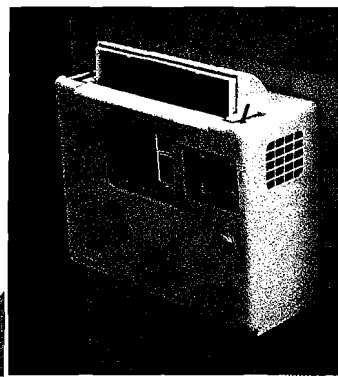


Spring Loaded Narcotic Box

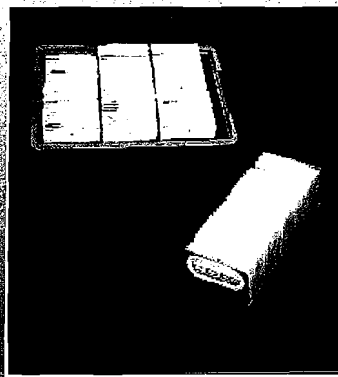


Card Row Dividers Heavy Duty Sub-Dividers

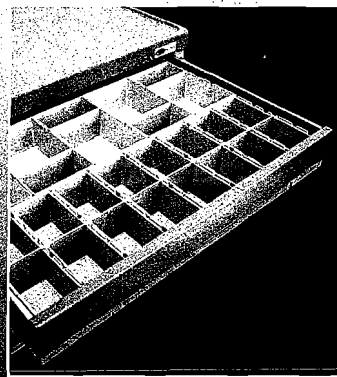
OPTIONAL FEATURES



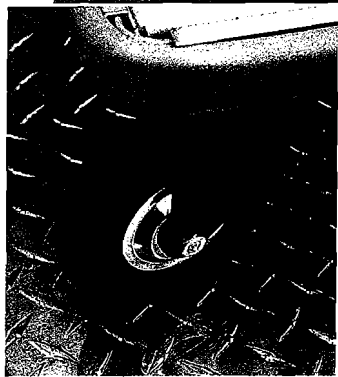
Shards Container Holder



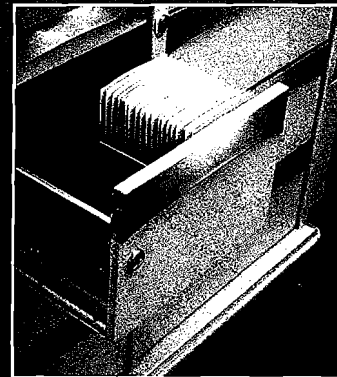
One Inch Thick Row Stackable Box



Dividers System



5" Rubber Mat



PHARMACY SERVICES

645 Kolter Drive Indiana, PA 15701

800.882.6337 fax 877.234.7050

www.diamondpharmacy.com



EXHIBIT E

DIAMOND PHARMACY SERVICES
645 KOLTER DRIVE INDIANA, PA 15701

DELIVERY SHEET

REPORT DATE: 07/25/02

SAMPLE

PAGE: 1

RX #	RESIDENT	ORG	QTY DRUG	PHYSICIAN	ROOM	PRICE	FRMLY MED	MSG
4524314			60 PHENOBARBITAL 60MG TABLET			4.49		

*NAMES HAVE BEEN REMOVED FOR CONFIDENTIALITY PURPOSES

DIAMOND PHARMACY SERVICES
645 KOLTER DRIVE INDIANA, PA 15701

DELIVERY SHEET
SAMPLE

REPORT DATE: 07/25/02

PAGE: 2

RX #	RESIDENT	ORG QTY DRUG	PHYSICIAN	ROOM	PRICE	SELF FRMLY MED
9404966		30 NITROGLYCERIN .2MG/HR PAT			19.60	
6194811		15 CELEXA 40MG TABLET			32.91	
6195494		90 HYDROXYZINE*PAM*50MG CAP			11.37	
9473001		30 HCTZ 25MG TABLET			4.88	
6194860		17 ALBUTEROL 90MCG INHALER			11.85	
6194878		90 NEURONTIN 300MG CAPSULE			92.69	
6194792		14 AUGMENTIN 250 TABLET CHEW			33.19	
9634429		40 POLIGRIP CREAM			5.90	
6199545		60 GEMFIBROZIL 600MG TABLET			13.60	
6194866		20 PENICILLIN VK 500MG TAB			4.80	
6194769		60 CARBAMAZEPINE 200MG TABLET			7.37	
6194773		17 ALBUTEROL 90MCG INHALER			7.95	
9631998		30 HCTZ 25MG TABLET			4.88	
9594446		30 LOVASTATIN 20MG TAB			22.78	
6194765		90 HYDROXYZINE*PAM*25MG CAP			7.54	
9441454		60 RANITIDINE 150MG TAB			7.78	

*NAMES HAVE BEEN REMOVED FOR CONFIDENTIALITY PURPOSES

DELIVERY SHEET
SAMPLE

REPORT DATE: 07/25/02

PAGE: 3

RX #	RESIDENT	ORG	QTY	DRUG	PHYSICIAN	ROOM	PRICE	FRMLY	MED	MSG
9500240			90	HYDROXYZINE*HCL*25MG TAB						G
9675740			30	METAMUCIL SF ORNG PACKET REORDER 5 DAYS PRIOR TO 08/08/02						A
9671044			30	METAMUCIL SF ORNG PACKET REORDER 5 DAYS PRIOR TO 08/08/02						A

TOTAL NUMBER OF RX: 17
TOTAL PRICE >>> \$ 293.58

CHECKED BY: _____

DATE: _____

RECEIVED BY: _____

DATE: _____

MSG KEY: A REFILL TOO SOON
B CUT DATE EXCEEDED
C NO REFILLS REMAINING
D INMATE TRANSFERRED/RELEASED
E NO COVERAGE/MEDICATION CANNOT BE SENT
F MEDICATION WAS DISCONTINUED
G ALREADY SENT TO DISCONTINUE/CUT DATE
H NON-FORMULARY MEDICATION
I REQUIRES A NEW, HAND-WRITTEN PRESCRIPTI
O OWED MEDICATION
S TO BE USED FROM STOCK SUPPLY ONLY
T ITEM THERAPEUTICALLY SUBSTITUTED

Batch Track Package

SAMPLE

Track Response

Date: 09/17/2002 Time: 08:27:58 AM

Tracking Detail for 614831630297

Track Status: DELIVERED

Delivered To: CN
Delivery Location:
Delivery Date: 09/14/2002
Delivery Time: 11:24:00
Signed For By: T. SANCHEZ
Ship Date: 09/13/2002
Ship Time: 16:42:50



FedEx Express
Customer Support Trace
3875 Airways Boulevard
Module H, 4th Floor
Memphis, TN 38116

U.S. Mail: PO Box 727
Memphis, TN 38194-4643
Telephone: 901-369-3600

9/17/2002

Dear Customer:

Here is the proof of delivery for the shipment with tracking number 614831630297. Our records reflect the following information.

Delivery Information:

Signed For By: T.SANCHEZ



Delivery Location:

Delivery Date: September 14, 2002

Delivery Time: 1124

Shipping Information:

Tracking No: 614831630297

Ship Date: September 13, 2002

Recipient:

Shipper:

DIAMOND MEDICAL SUPPLY
DIAMOND MEDICAL SUPPLY
645 KOLTER DR STE 1
INDIANA, PA 157013522

US

US

Shipment Reference Information:

Thank you for choosing FedEx Express. We look forward to working with you in the future.

FedEx Worldwide Customer Service

1-800-Go-FedEx®

Reference No.: R2002091700059383892

EXHIBIT F



[The right side of the page contains extremely faint and illegible text, likely bleed-through from the reverse side of the document. The text is too light to transcribe accurately.]

SAMPLE STARTER PACK LIST RECOMMENDATIONS

QTY	GENERIC	BRAND
30	Acetaminophen/Codeine #3	Tylenol
15cc	Acetic Acid Otic	Vosol
15cc	Acetic Acid Otic HC	Vosol HC
17gm	Albuterol Inhaler	Proventil, Ventolin
30	Amoxicillin 250mg	Amoxil
30	Amoxicillin 500mg	Amoxil
30	Amoxicillin/Clav. 250mg	Augmentin
30	Amoxicillin/Clav. 500mg	Augmentin
30	Ampicillin 250mg	Omnipen
30	Ampicillin 500mg	Omnipen
30	Azithromycin 250mg	Zithromax
17gm	Beclomethasone Inhaler	Beconase, Vancenase
30	Cephalexin 250mg	Keflex
30	Cephalexin 500mg	Keflex
30	Cefaclor 250mg	Ceclor
30	Cefaclor 500mg	Ceclor
30	Cefadroxil 500mg	Duricef
30	Chlordiazepoxide 25mg	Librium
30	Ciprofloxacin 250mg	Cipro
30	Ciprofloxacin 500mg	Cipro
30	Clarithromycin 250mg	Biaxin
30	Clarithromycin 500mg	Biaxin
30	Dicloxacillin 250mg	Dynapen
30	Doxycycline 50mg	Vibramycin
30	Doxycycline 100mg	Vibramycin
30	Erythromycin 250mg	E-Mycin
30	Erythromycin 333mg	E-Mycin
4gm	Erythromycin Eye Ointment	Illycin
30	Hydroxyzine PM 25mg	Vistaril
30	Ibuprofen 400mg	Motrin
30	Metronidazole 250mg	Flagyl
10cc	Neo/Poly/HC Otic Solution	Cortisporin
30	Nitrofurantoin 50mg	Macrochantin
30	Novolin N Insulin	Humulin N
30	Novolin R Insulin	Humulin R
10ml	Novolin 70/30 Insulin	Humulin 70/30
30	Penicillin 250mg	Pen-Vee K
30	Penicillin 500mg	Pen-Vee K
30	Phenazopyridine 200mg	Pyridium
30	Prednisone 10mg	Deltasone
30	Promethazine 25mg	Phenergan
30	Sulfamethaxazole/Trimeth. 800.160mg	Septra DS
30	Tetracycline 250mg	Achromycin
30	Tetracycline 500mg	Achromycin
20gm	Triamcinolone Inhaler	Azmacort Inhaler

DIAMOND

SAMPLE EMERGENCY MEDICATION BOX RECOMMENDATIONS

MEDICATIONS: INJECTABLES & ORALS	BRAND	QTY X VOLUME
Aminophylline 250ml/10ml Inj		2 x 10ml
Ampicillin Sod 500mg Inj	Omnipen-N	2 vials
Atropine Sulfate 0.4mg/ml		4 x 1ml
Bacteriostatic H2O for Inj		1 x 10ml
Calcium Chloride 10% 1gm Inj		1 x 10ml
Cefazolin 1gm Inj	Ancef	2 vials
Ceftriaxone Sod 1 gm Inj	Rocephin	2 vials
Chlorpromazine 25 mg/1ml Inj	Thorazine	2 x 1ml
Dexamethasone 4mg/ml Inj	Decadron	1 x 1ml
Dextrose 50% 25gm Inj		1 x 50ml
Diazepam 10ml/2ml Inj	Valium	2 x 2ml
Digoxin 0.5 mg/2ml	Lanoxin	2 x 2ml
Diphenhydramine 50mg Inj	Benadryl	2 x 1ml
Epinephrine 1:1,000 mg/ml	Adrenalin	2
Epinephrine 1:10,000 0.1mg/ml Syringe	Adrenalin	2
Furosemide 20mg/2ml Inj	Lasix	2 x 2ml
Haloperidol 5mg/ml Inj	Haldol	2 x 1ml
Hydrocortisone Sod 100mg Inj	A-Hydrocort	2 x 2ml
Hydroxyzine 100mg/2ml Inj	Vistaril	2 x 2ml
Ketorolac Trom 60ml IM Inj	Toradol	2 x 2ml
Lidocaine 1% Inj 10mg/ml	Xylocaine	1 x 20ml
Lidocaine 2% Inj 20mg/ml	Xylocaine	1 x 20ml
Methylprednisolone 125mg Inj	Solu-Medrol	1 x 2ml
Naloxone .4ml/ml Inj	Narcan	2 x 1ml
Nitroglycerin 0.4mg	Nitrostat	25 Tabs
Phenobarbital Sod 65mg Inj		2 x 1ml
Phenytoin Sod 100mg Inj	Dilantin	2 x 2ml
Phytonadione 10mg Inj	AquaMEPHYTON	2 x 1ml
Sodium Chloride 0.9%		1 x 10ml
Trimethobenzamide 200mg/ml	Tigan	2 x 2ml
Trimethobenzamide HCl 200mg Supp.	Tigan	10
SUPPLIES	BRAND	QTY X VOLUME
Angio Cath 18 gage		3
Angio Cath 22 gage		3
Glucagon Emergency Kit		1 vial
Syringe 1cc 26 gage TB		2
Syringe 3cc 22 gage		3
Tape 1/2" 1 roll		1
Tubex Holders		3





EXHIBIT G

[The following text is extremely faint and illegible due to low contrast and scan quality. It appears to be a multi-page document with various sections, possibly including a table of contents, a list of items, and descriptive text. The text is scattered across the right side of the page, with some lines appearing as horizontal bands of noise.]

DIAMOND PHARMACY SERVICES

645 KOLTER DRIVE PHONE: 800.882.6337
INDIANA, PA 15707-3570 FAX: 877.234.7050

BACKUP PHARMACY PROCEDURE YOUR FACILITY

If the needed medication is not available in the emergency box or starter pack, cannot wait for the next scheduled delivery, or the physician will not accept an alternate drug, phone DIAMOND PHARMACY SERVICES at: **1.800.882.6337**. Then fax a copy of the order to Diamond.

DO NOT PHONE THE BACKUP PHARMACY

Diamond will transfer the prescription to the backup pharmacy and arrange for the delivery for a minimum quantity to cover the emergency situation. The balance of the prescription will then be sent from Diamond.

**DIAMOND PHARMACY SERVICES
645 KOLTER DRIVE
INDIANA, PA 15701-3570**

PHARMACY HOURS	
MON - FRI	7:00 am to 11:00 pm
SAT	8:30 am to 4:30 pm
SUN	9:00 am to 4:00 pm

PHARMACIST ON CALL: 24 HOURS A DAY, 7 DAYS A WEEK, 365 DAYS A YEAR

Your backup pharmacy is a pharmacy of your choice that is local to your facility.

***PLEASE REMEMBER TO PHONE DIAMOND PHARMACY SERVICES,
NOT THE BACKUP PHARMACY***



PHARMACY SERVICES

645 KOLTER DRIVE-COMMERCE PARK-INDIANA, PA 15701-3570
PHONE: 800.882.6337 FAX: 877.234.7050

SAMPLE

BACKUP PHARMACY SERVICES AGREEMENT

THIS AGREEMENT effective this _____ day of _____, _____ between DIAMOND PHARMACY Services, Inc., a Pennsylvania business whose address is 645 Kolter Drive, Indiana, Pennsylvania, 15701-3570 ("**DIAMOND**") and BACKUP PHARMACY, whose address is PHARMACY ADDRESS ("**PHARMACY**").

RECITALS

WHEREAS, DIAMOND provides pharmacy services to (**FACILITY**) and is desirous of making arrangements for the provision to its inmates of certain pharmaceutical services described in Exhibit A, "Description of Services" attached hereto;

WHEREAS, PHARMACY employs pharmacists duly licensed under the laws of the State of _____, and fully trained and qualified in pharmacy to the extent necessary to provide such Pharmacy Services and in addition has the support personnel, supplies, and equipment necessary to provide such Pharmacy Services; and

WHEREAS, DIAMOND desires to retain PHARMACY and possible other pharmacies as Diamond feels appropriate when in need of emergency prescription services to perform quality, Pharmacy Services, and PHARMACY desires to be retained to provide these services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1.0 SERVICES PROVIDED BY PHARMACY

- 1.1. General.** PHARMACY shall be responsible for providing the Pharmacy Services set forth in Exhibit A, "Description of Services" attached hereto.
- 1.2. Licensed Personnel.** PHARMACY shall provide a sufficient number of duly licensed pharmacists and other necessary clinical and support staff to ensure that

all emergency pharmaceutical needs of the FACILITY are met in a prompt and effective manner.

- 1.3. **Standards.** PHARMACY shall comply with its obligations and responsibilities in accordance with the standards of the _____ State Board of Pharmacy, the standards of the FACILITY all applicable federal and state laws and regulations and this agreement.

2.0 BILLING AND COMPENSATION

- 2.1. **Billing.** The PHARMACY shall bill DIAMOND for prescriptions furnished to FACILITY under this Agreement for the FACILITY=S inmates. No later than thirty (30) business days after the end of each month, PHARMACY shall submit a summation of the charges for prescriptions dispensed the previous month. PHARMACY shall not seek payment for any services furnished under this Agreement from FACILITY or any other payor.
- 2.2. **Invoice Format.** Invoices shall contain at a minimum the following information: Inmate Name, Inmate Number (if applicable), Dispense Date, Medication Name, Quantity Dispensed, NDC Number and Amount Billed.
- 2.3. **Compensation.** Prescriptions shall be invoiced by PHARMACY in accordance to Exhibit B. DIAMOND shall make payment to the PHARMACY for the provision of Pharmacy Services pursuant to Exhibit B, Schedule of Charges within thirty (30) days of receipt of complete and accurate invoices.
- 2.4. DIAMOND will only reimburse PHARMACY for orders which are phoned or faxed into the PHARMACY from DIAMOND. DIAMOND will not reimburse PHARMACY for orders which are directly placed to PHARMACY from the FACILITY.

3.0 PHARMACY'S INDEPENDENT CONTRACTOR STATUS

In the performance of prescription services to inmates hereunder, it is mutually understood and agreed that PHARMACY and its personnel are independent contractors and are not employees of DIAMOND. Neither PHARMACY nor its personnel shall be eligible to participate in any benefit program provided by DIAMOND for its employees. DIAMOND shall neither have nor exercise any control or direction over the methods by which PHARMACY performs its work and functions, except that PHARMACY agrees to perform its work and functions at all times in accordance with the terms set forth in this Agreement. DIAMOND's sole interest and responsibility is to ensure the services offered by PHARMACY shall be performed and rendered in a competent, efficient, satisfactory manner and consistent with all applicable provisions of law and other rules

and regulations of any and all government authorities relating to licensure and regulation of pharmacists providing services on behalf of DIAMOND.

4.0 RECORDS AND ACCOUNTING

- 4.1. Confidentiality.** PHARMACY, its agents and employees, will maintain confidentiality of patient information, including the inmate's name and the fact that the inmate incarcerated and is receiving Pharmacy Services. PHARMACY will ensure that its staff will discuss said confidential information only with the authorized representatives of DIAMOND and FACILITY, as well as the inmate's attending physician, and only as necessary to perform the said Pharmacy Services. PHARMACY will also maintain the confidentiality of any confidential business information of DIAMOND that the staff may learn in providing services, including patient lists, third party payor agreements, financial data, compensation rates, and other valuable business information related to DIAMOND.
- 4.2. Record Maintenance and Examination.** During the term hereof and for seven (7) years thereafter, or such longer period as may be required by law, PHARMACY shall maintain accurate records as required to meet applicable local, state and federal laws and regulations. Except as otherwise required by any such laws or regulations, PHARMACY shall provide DIAMOND access to any requested documentation related to the administration of the pharmacy services under this Agreement during reasonable business hours or provide such information to DIAMOND via common carrier.

5.0 ASSIGNMENT

Neither party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. This agreement does not prevent DIAMOND from utilizing other pharmacies for back up services if necessary.

6.0 COOPERATION

- 6.1. Cooperation.** Both parties shall agree to use its best efforts to cooperate with each other in providing all requirements as outlined for providing services under this agreement, and will duly investigate and comply with any complaints brought to each others attention by other party. Both parties agree to work with each other in good faith to rectify any problems which may arise between parties.

7.0 INSURANCE

- 7.1. **Professional Liability Insurance.** PHARMACY shall maintain in effect during the term of this agreement a professional liability insurance policy and Worker's Compensation coverage. This professional liability insurance shall be in an amount no less than \$1 million (\$1,000,000.00) per occurrence and \$3 million (\$3,000,000.00) in the aggregate. Said certificates will accompany this agreement.

8.0 TERM AND TERMINATION OF AGREEMENT

- 8.1. **Term.** This Agreement shall commence upon the _____ of _____, _____ for a three (3) year period. Thereafter, this Agreement shall automatically renew for an additional terms of one (1) year each year thereafter unless terminated as outlined within this agreement or herein provided.
- 8.2. **Termination.** The initial term of this Agreement or any renewal term may be terminated only as follows:
- 8.2.1. **Mutual Consent.** This Agreement may be terminated, with or without cause, at any time upon the mutual written consent of both parties;
- 8.2.2. **Event of Material Breach: Good Cause.** This Agreement may be terminated by either party ninety (90) calendar days prior written notice to the other, specifying the nature of the default, unless such other party shall cure that default within the thirty (30) day notice period.
- 8.2.3. **Termination for Failure to Make Payment.** Notwithstanding any of the foregoing provisions, PHARMACY shall have the right to terminate this Agreement at any time after compensation due to PHARMACY is not paid within forty-five (45) days of DIAMOND's receipt of notice from PHARMACY that payment is past due.
- 8.2.4. **Insolvency.** This Agreement may be terminated by either party immediately upon notice to the other, if the other party shall make an assignment for the benefit of creditors, shall file a petition in bankruptcy, is adjudicated insolvent or bankrupt, DIAMOND contract with the County is terminated, or if a receiver or trustee is appointed with respect to a substantial part of such other party's property or a proceeding is commenced against it which will substantially impair its ability to perform hereunder.
- 8.2.5. **Changes in Law.** If changes in any federal, state or local government laws, rules or regulations, which may apply to, but not be limited to, licensure standards or levels of reimbursement applicable to services rendered under

this Agreement should severely impact either party, or result in any provision of this Agreement being unenforceable or illegal, then the parties shall negotiate in good faith to modify such impact or illegal or unenforceable provision. If the parties cannot reach mutual agreement on such modification within forty-five (45) days or by the effective date of such law, rule or regulation, whichever is sooner, then this Agreement may be canceled by either party upon sixty (60) days' written notice or upon such effective date, whichever is sooner.

9.0 FORCE MAJEURE

Notwithstanding any provision contained herein to the contrary, neither party shall be deemed to be in default hereunder for failing to perform or provide any of the services, or other obligations to be performed or provided pursuant to this Agreement if such failure is the result of any labor dispute, act of God, inability to obtain labor or materials, governmental restrictions or any other event which is beyond the reasonable control of the party.

10.0 CHOICE OF LAW

This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania inclusive of its conflicts-of-laws rules.

11.0 UNENFORCEABILITY/WAIVER

No waiver of any default hereunder by either party or any failure to enforce any rights hereunder shall be deemed to constitute a waiver of any subsequent default with respect to the same or any other provision hereof. No waiver shall be effective unless made in writing with specific reference to the relevant provision(s) of this Agreement and signed by a duly authorized representative of the party granting the waiver. The invalidity or unenforceability of any provision or covenant hereof or herein contained will not affect the validity or enforceability of any other provision or covenant hereof or herein contained and any such invalid or unenforceable provision or covenant will be deemed to be severable.

12.0 NOTICE

All notices and other communications made or given under or in connection with this Agreement shall be made in writing within 10 days notice and shall be addressed as follows:

if to PHARMACY:

BACKUP PHARMACY
PHARMACY OF YOUR CHOICE
123 MAIN STREET
YOUR TOWN, STATE 11111
Attention: _____

if to DIAMOND:

645 Kolter Drive
Indiana, PA 15701-3570
1.800.882.6337
Fax 724.349.2945
Attention: Mark J. Zilner, R.Ph.

13.0 AMENDMENT

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings of the parties relating thereto. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by each party. No failure on the part of either party to exercise, no delay in exercising, no partial exercise of, and no course of dealing with respect to, any right, power or privilege under this Agreement shall operate as a waiver thereof.

14.0 SURVIVAL OF PROVISIONS

All indemnification and confidentiality provisions contained herein shall survive the expiration or other termination of this Agreement.

15.0 CUMULATIVE REMEDIES

Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.

16.0 SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been included.

17.0 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18.0 COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

19.0 SIGNATURE AUTHORITY

Each signatory to this Agreement has signature authority and is empowered on behalf of his or her respective party to execute this Agreement.

20.0 INTEGRATION

This Agreement, together with all agreements attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, commitments or understandings with respect thereto.

21.0 LIST OF EXHIBITS

EXHIBIT A: Description of Services

EXHIBIT B: Schedule of Charges

AGREED

PHARMACY

Name: _____
Title: _____
Signature: _____
Date: _____

DIAMOND

Name: Mark J. Zilner, R.Ph.
Title: Director of Operations
Signature: _____
Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES

PHARMACY will provide the following Pharmaceutical Services under the terms and conditions of this Agreement:

Fill all prescription orders which DIAMOND phones in during PHARMACY'S normal hours of operation in the quantities requested when phoned or faxed by DIAMOND within seventy-five (75) minutes of receipt of orders.

Provide delivery directly to FACILITY when applicable

PHARMACY is only allowed to accept orders from DIAMOND. PHARMACY will not accept orders directly from the FACILITY, if a FACILITY attempts to phone orders directly to PHARMACY, PHARMACY is required to instruct the FACILITY to place orders directly to DIAMOND. DIAMOND will only reimburse PHARMACY for orders provided by DIAMOND.

EXHIBIT B

SCHEDULE OF CHARGES

PHARMACY shall be reimbursed by DIAMOND for the “Description of Services” as outlined in Exhibit A. DIAMOND will reimburse PHARMACY at the following rate per prescription:

PHARMACY’S usual and customary price

PHARMACY shall only invoice DIAMOND for the proper national drug code (NDC) corresponding to the medication dispensed.

PHARMACY shall submit all cash claims through NMHCRx PBM. In the event that patient’s prescriptions are eligible to be billed under insurance PHARMACY must bill to the third party for reimbursement. If insurance numbers are received after the order has been filled, the PHARMACY will make their best attempt to resubmit the claims and credit DIAMOND if previously billed. DIAMOND requires PHARMACY to comply with all third party and state Medicaid rules and regulations.

AWP - Current Average Wholesale Price

PHARMACY must only accept orders from DIAMOND and not the FACILITY. DIAMOND will only be responsible for orders phoned to PHARMACY by DIAMOND. If a FACILITY attempts to phone orders directly to PHARMACY, PHARMACY must instruct FACILITY to call DIAMOND.

EMERGENCY PRESCRIPTION REQUEST SAMPLE



STAT DIAMOND PHARMACY SERVICES STAT EMERGENCY PRESCRIPTION REQUEST

Facility Name: _____
 Date: _____ Time: _____ AM PM

Person Completing this Form: _____
Printed Name Signature

1. Complete ALL sections legibly and sign where indicated. Incomplete fields may delay the processing of this order
2. Fax to the toll free **Diamond Backup Hotline 1.866.307.9748. DO NOT FAX WITH YOUR REGULAR ORDERS**, this will delay the process.

Have you verified that the medications are not available in a stat box or as stock?	YES	NO
Are all of these medications deemed necessary by the prescriber to be started immediately?	<input type="checkbox"/>	<input type="checkbox"/>
Are all medications ordered on the formulary for your facility?	<input type="checkbox"/>	<input type="checkbox"/>
If medication is non-formulary, has it been approved?	<input type="checkbox"/>	<input type="checkbox"/>

*** Please note that Schedule II narcotics cannot be filled locally unless a DEA licensed prescriber manually signs a written prescription that can be given to the dispensing pharmacy at the time of dispensing. Schedule II prescriptions must be filled for the full quantity written.**

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Rx Name: Last _____ First _____ MI _____ Inmate Number: _____ DOB _____ Allergies: _____ Prescriber: _____ DEA # _____ Amount to be filled by backup _____ * Amount filled by Diamond _____ *
--

Rx Name: Last _____ First _____ MI _____ Inmate Number: _____ DOB _____ Allergies: _____ Prescriber: _____ DEA # _____ Amount to be filled by backup _____ * Amount filled by Diamond _____ *
--

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* Diamond Use Only
 Time Received*: _____ Time Faxed*: _____
 Reviewed by Diamond Pharmacy*: _____ R.Ph. 1.800.882.6337 Phone Ext*: _____
 Backup Pharmacy*: _____ Fax*: _____
 Cab Called* Yes No



EXHIBIT H

[The following text is extremely faint and illegible due to low contrast and high noise. It appears to be a multi-page document with several columns of text.]

MEDICATION ADMINISTRATION RECORD



DIAMOND PHARMACY SERVICES

1.800.882.6337 FAX: 724.349.2945

EFFECTIVE DATES	MEDICATIONS	HOUR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
FINAL ORDER 7/05/06 EF:0 CONTINUE 7/05/06	TRAZODONE HCL 150MG TAB TAKE ONE TABLET(S) ORALLY AT NOON	NOON																																			
048908	SEYMOUR SMITH, MD																																				
FINAL ORDER 7/05/06 EF:0 CONTINUE 7/05/06	LISINAPRIL 10MG TAB TAKE ONE TABLET(S) ORALLY TWICE DAILY	10AM 2PM																																			
048909	SEYMOUR SMITH, MD																																				
FINAL ORDER 7/05/06 EF:0 CONTINUE 7/05/06	DIPHENHYDRAMINE HCL 25MG CAP TAKE ONE CAPSULE(S) ORALLY ONCE DAILY	NOON																																			
048911	SEYMOUR SMITH, MD																																				
FINAL ORDER 7/05/06 EF:0 CONTINUE 7/05/06	IBUPROFEN 400MG TAB TAKE ONE TABLET(S) ORALLY THREE TIMES DAILY AS NEEDED	PRN																																			
048916	SEYMOUR SMITH, MD																																				
FINAL ORDER 7/05/06 EF:0 CONTINUE 7/05/06	ALBUTEROL 90MCG AER INHALE ONE PUFF(S) ORALLY FOUR TIMES DAILY	8AM NOON 5PM BEDTIME																																			
048917	SEYMOUR SMITH, MD																																				
FINAL ORDER 7/05/06 EF:0 CONTINUE 7/05/06	ACETAMINOPHEN 325MG TAB TAKE ONE TABLET(S) ORALLY THREE TIMES DAILY	8AM NOON 5PM																																			
048918	SEYMOUR SMITH, MD																																				

SAMPLE

Initial	Signature	Initial	Signature	Initial	Signature	Initial	Signature	Initial	Signature



EXHIBIT I

DIAMOND
PHARMACY SERVICES

DRUG FORMULARY

SAMPLE



UPDATED APRIL 2006





DIAMOND PHARMACY SERVICES
DRUG FORMULARY

SAMPLE

CATEGORY LISTING

APRIL 2006

A. ANALGESIC AND ANTI-INFLAMMATORY AGENTS

1. ANTI-MIGRAINE

\$ Isometheptene/Dichloralphenazone/APAP - I.D.A. (Midrin) Capsule

\$\$\$\$ Ergotamine/Caffeine (Cafergot) Tablet

Can cause severe peripheral ischemia. Avoid drugs that inhibit the 3A4 enzyme ie. Erythromycin, statins, etc.

2. NARCOTIC ANALGESICS / ANTIPYRETICS

\$ Acetaminophen/Codeine (Tylenol w/Codeine) #2, #3, #4 Tablet

\$ Hydrocodone/Apap (Vicodin) 5/500mg Tablet (This Strength Only)

\$ Propoxyphene Napsylate/APAP (Darvocet N-100) 100/650mg Tablet

3. NON-NARCOTIC ANALGESICS

NON-STEROIDAL ANTI-INFLAMMATORY AGENTS

\$ Ibuprofen (Motrin) 200, 400, 600, 800mg Tablet

\$\$ Indomethacin (Indocin) 25,50mg Capsule (Not SR)

\$\$ Etodolac (Lodine) 200, 300mg Capsule, 400, 500mg Tablet (Not XR)

\$\$ Naproxen (Naprosyn) 250,375,500mg Tablet (Not Anaprox)

\$\$\$\$\$\$ Piroxicam (Feldene) 10,20mg Capsule

SALICYLATES

\$ Aspirin 81,325mg Tablet

\$ Aspirin E.C. (Ecotrin) 81,325mg Tablet

\$ Acetylsalicylic Acid (Baby Aspirin) 81mg Tablet

\$\$\$\$ Salsalate (Disalcid) 500,750mg Tablet

SKELETAL MUSCLE RELAXANTS

\$ Cyclobenzaprine (Flexeril) 10mg Tablet

\$\$ Chlorzoxazone (Parafon Forte DSC) 500mg Tablet

\$\$ Methocarbamol (Robaxin) 500,750mg Tablet

\$\$\$ Baclofen (Lioresal) 10, 20mg Tablet

MISCELLANEOUS AGENTS

\$ Acetaminophen (Tylenol) 325,500mg Tablet

\$ Acetaminophen (Tylenol) 650mg Suppository

\$ Phenylgesic Tablet

\$\$ Butalbital/Apap/Caffeine (Fioricet) Tablet

\$\$\$ Tramadol (Ultram) 50mg Tablets

Warning: This drug has abuse potential similar to hydrocodone (Vicodin). As little as 2-3 tablets as a single dose can induce an opioid euphoria.

\$\$\$\$ Nalbuphine (Nubain) 10mg/ml, 20mg/ml Injection

\$\$\$\$\$ Butalbital/Aspirin/Caffeine (Fiorinal) Tablet

NON-FORMULARY REQUEST SAMPLE

NON-FORMULARY MEDICATION REQUEST FORM



This form must be legibly completed in its entirety

Name of Facility: _____ Date Requested: ____ / ____ / ____

Return Fax Number: _____

Inmate Name: _____ Inmate #: _____

Initial Treatment Renewal

Medication Requested: _____ Strength: _____ Duration: _____

Medical Condition Being Treated: _____

Directions: _____

Prescriber: _____

Formulary Medications Previously Tried: _____

Reason non-formulary is necessary, check all that apply:

- Inmate is allergic/intolerant to medication on formulary
- Formulary medications have been tried and were ineffective
- Inmate has significant medical problem unresponsive to formulary medication
- No comparable medication on formulary
- Other – Explain: _____

PANP Signature (followed by legible initials): _____ Date: _____

Physician Signature (followed by legible initials): _____ Date: _____

Comments:

Site Medical Director

- Approved as Requested
- Approved with Modifications
- Denied

Explanation: _____

Name: _____

Signature: _____

Date: _____

Comments:

Regional Medical Director

- Approved as Requested
- Approved with Modifications
- Denied

Explanation: _____

Name: _____

Signature: _____

Date: _____

Instructions:

1. Fax Denied/Modified requests to the facility for Medical Director Review.
2. Fax a copy of form to the corporate office: Attn: Director of Pharmacy.



EXHIBIT J

PROCEDURE FOR SHIPPING RETURNS TO DIAMOND VIA FedEx

The procedure for sending returns to Diamond Pharmacy Services and Diamond Medical Supply is as follows:



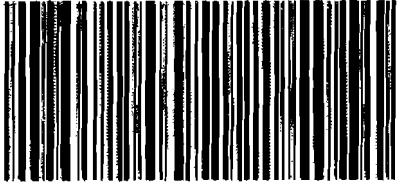
1. Fax the return label request form or call your primary Diamond contact and tell them that you have returns. Please state the number of boxes you need to return and the service you will be requesting to use.
2. Diamond will send you a pre-paid PRP FedEx Ground shipping label with your next order.
3. Write your facility's complete address on the PRP label and affix it to the package to be returned.
4. Peel off and retain the consignee receipt on the top of the label for your records, this contains the tracking number in the event the package is lost.
5. Phone FedEx at 1.888.777.6040 and give them your address and our shipper number 0932028 (located in the top right hand corner of the label). Be sure to specify which door you want them to pick the package up at.
6. FedEx Ground will pick up your package the following day. This package can not be given to the FedEx Air driver.
7. If for some reason you will not be using the PRP label that was sent to you, please alert us of that fact due to the fact that we track all shipments.
8. Please consolidate your returns and try to fill each box to alleviate multiple shipments.
9. These labels are paid for by Diamond; there will not be any charge to your facility for returns.
10. Questions on shipping may be directed to Dan Mock, Shipping Manager at 1.800.882.6337 x 2608.

FedEx® PRP RETURN LABEL


SHIPPER RECEIPT	RECEIPT	SHIPPER NUMBER
0932028 0028088	0932028 0028088	0932028

FROM: **PRP**

TURN OVER FOR INSTRUCTIONS



(9611018) 0932028 0028088

FedEx (Global) **PRP**  SWAK ZIPPOSTAL

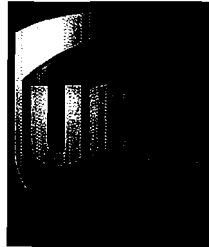
SHIP TO:

DIAMOND MEDICAL
645 KOLTER DRIVE
INDIANA PA 15701



PROCEDURE FOR SHIPPING RETURNS TO DIAMOND VIA UPS

The procedure for sending returns to Diamond Pharmacy Services and Diamond Medical Supply is as follows:



1. Fax the return label request form or call your primary Diamond contact and tell them that you have returns. Please state the number of boxes you need to return and the service you will requesting to use.
2. Diamond will send you a pre-paid A.R.S. UPS Ground Trac shipping label with your next order.
3. Write your facilities complete address on the A.R.S. Label and affix it to the package to be returned.
4. Record the tracking number and date shipped in your files in the event the package is lost.
5. Give the package to the UPS delivery person on their next delivery to your facility. There is no need to call UPS for a pick up.
6. If for some reason you will not be using the A.R.S. Label that was sent to you, please alert Diamond of that fact since we track all shipments.
7. Please consolidate your returns and try to fill each box to alleviate multiple shipments.
8. These labels are paid for by Diamond; there will not be any charge to your facility for returns.
9. Questions on shipping may be directed to Dan Mock, Shipping Manager at 1.800.882.6337 x2608.



UPS A.R.S. RETURN LABEL

OUR UPS RETURN LABELS ARE ATTACHED TO
YOUR RETURN PACKAGE WITHOUT ANY FEE

A.R.S.

FROM: Name: _____
Street: _____
City: _____ State: _____ ZIP Code: _____

SHIP TO: DIAMOND MEDICAL SUPPLY
645 KOLTER DR
INDIANA PA 15701 3570


 **PA 157 0-01**


UPS GROUND
TRACKING #: 1Z E06 977 08 1034 1866



UPS Authorized Return Service™ FORM 77-04 01/2004 80118714 800 48

REF # _____

 GROUND A.R.S. TRACKING NUMBER 1Z E06 977 08 1034 1866	REF # / DATE
---	---------------------



RETURN SHIPPING LABEL REQUEST SAMPLE



PHARMACY SERVICES

645 KOLTER DRIVE-COMMERCE PARK-INDIANA, PA 15701-3570
PHONE: 800.882.6337 FAX: 877.234.7050

RETURN SHIPPING LABEL REQUEST FORM

PLEASE FAX TO DAN MOCK AT 1.866.307.9745

COMPLETE FACILITY NAME: _____
(NO ABBREVIATIONS PLEASE)

DATE: _____

PLEASE SEND ME _____ RETURN LABEL(S).
(QUANTITY)

CHECK ONE OF THE FOLLOWING:

SEND FedEx PRP LABELS

(RETURNS TO BE GIVEN TO A FedEx GROUND DRIVER WITH THEIR
REGULAR DELIVERY OR BY PHONING 1.888.777.6040)

SEND UPS ARS LABELS

(RETURNS MAY BE GIVEN TO ANY UPS DRIVER)

MEDICATION RETURN FORM SAMPLE

MEDICATION RETURN FORM



Pharmacy Services

FACILITY NAME: _____

* When placing label on blocks, write the quantity returning on label

DATE ____/____/____ Page: ____ of ____

The following medications HAVE or HAVE NOT (Circle one) been released to the inmate population.

* This serves as a credit sheet only
NOT as a discontinue or transfer sheet.

Signature _____

<small>RX NUMBER</small>	<small>MEDICATION NAME</small>
<small>INMATE NAME</small>	<small>INMATE NUMBER</small>
<small>QUANTITY RETURNING</small>	<small>CREDIT (DIAMOND USE ONLY)</small>

<small>RX NUMBER</small>	<small>MEDICATION NAME</small>
<small>INMATE NAME</small>	<small>INMATE NUMBER</small>
<small>QUANTITY RETURNING</small>	<small>CREDIT (DIAMOND USE ONLY)</small>

<small>RX NUMBER</small>	<small>MEDICATION NAME</small>
<small>INMATE NAME</small>	<small>INMATE NUMBER</small>
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<small>RX NUMBER</small>	<small>MEDICATION NAME</small>
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<small>QUANTITY RETURNING</small>	<small>CREDIT (DIAMOND USE ONLY)</small>

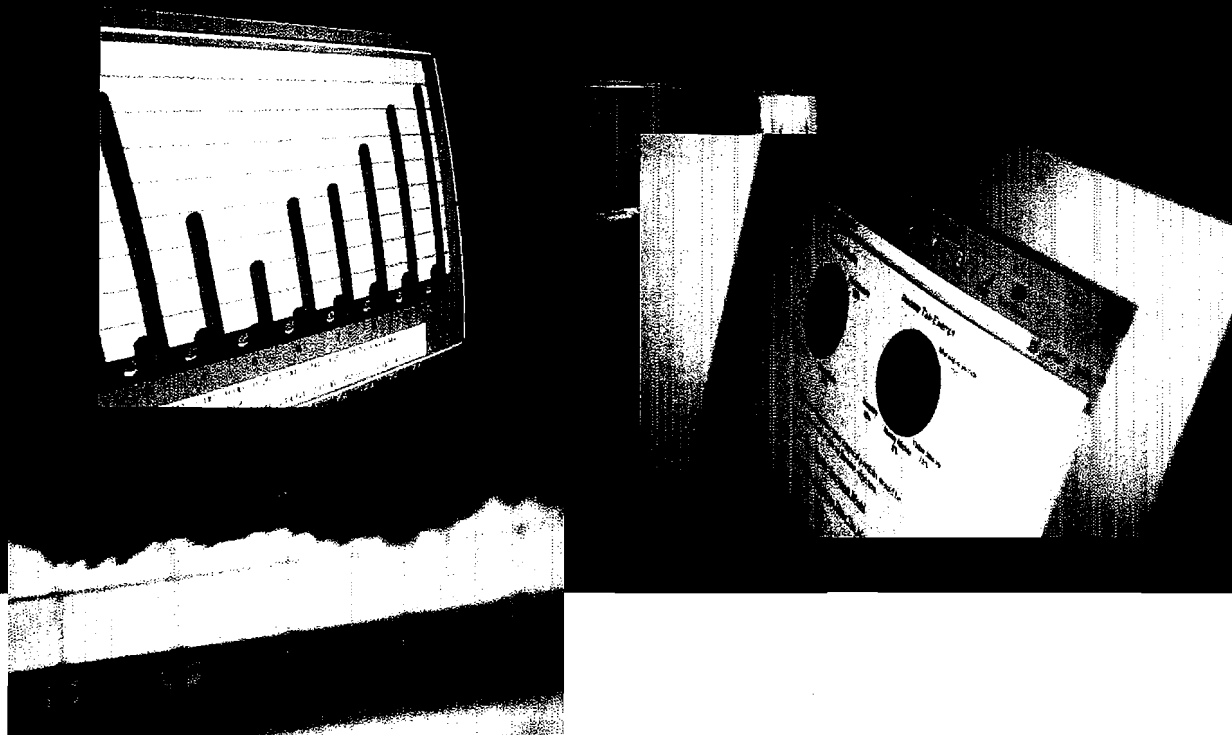
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<small>INMATE NAME</small>	<small>INMATE NUMBER</small>
<small>QUANTITY RETURNING</small>	<small>CREDIT (DIAMOND USE ONLY)</small>

EXHIBIT K





MONTHLY FORMULARY MANAGEMENT REPORTS



Prepared for:
YOUR FACILITY
JULY 1, 2005 THRU JULY 31, 2005

Prepared by:
DIAMOND PHARMACY SERVICES

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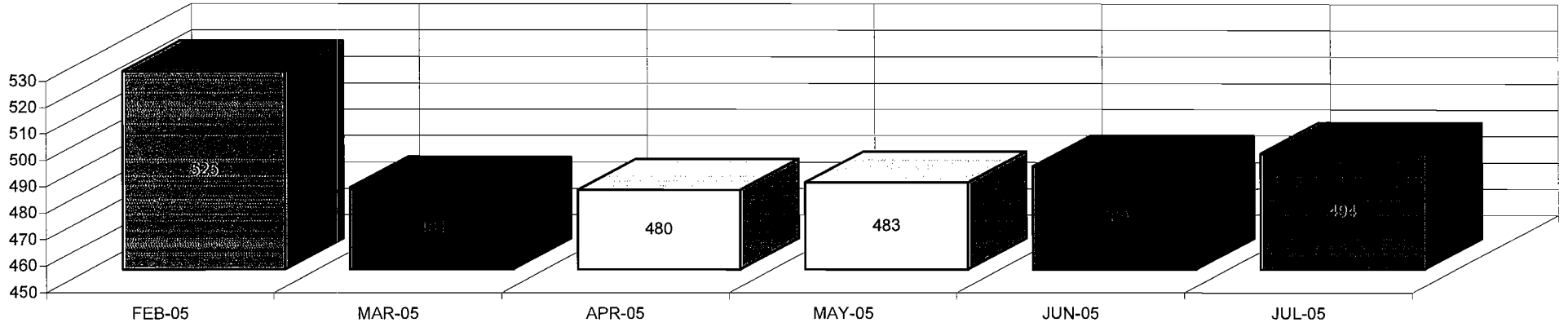
**YOUR FACILITY
MANAGEMENT REPORT
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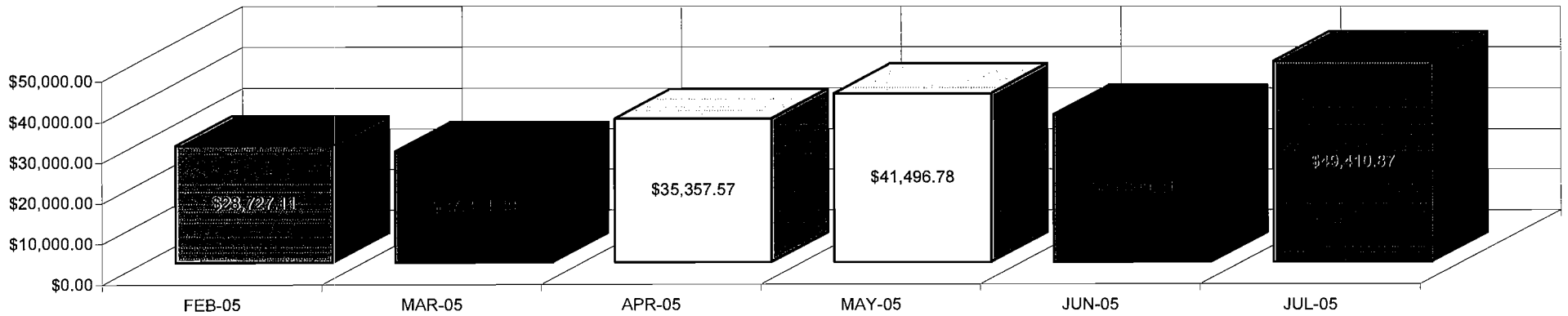
YOUR FACILITY FORMULARY MANAGEMENT REPORT

	INMATE CENSUS	TOTAL RX ORDERS	NEW RX ORDERS	REFILL RX ORDERS	STOCK MEDS	NF RX'S	PSYCH RX'S	NF PSYCH RX'S	CONTROL RX'S	OTC RX'S	# INM ON RX'S	% INM ON RX'S	# RX'S/INM LESS STOCK	% STOCK ORDERS	% NF RX'S	% NF PSYCH RX'S	
AUG-04	472	676	508	168	55	247	234	77	0	41	212	44.92%	1.43	1.32	8.14%	36.54%	11.39%
SEP-04	459	710	536	174	84	268	250	75	10	52	201	43.79%	1.55	1.36	11.83%	37.75%	10.56%
OCT-04	466	599	403	196	45	199	205	63	9	68	208	44.64%	1.29	1.19	7.51%	33.22%	10.52%
NOV-04	459	621	426	195	44	189	200	43	3	79	222	48.37%	1.35	1.26	7.09%	30.43%	6.92%
DEC-04	460	595	393	202	43	205	219	60	3	53	215	46.74%	1.29	1.20	7.23%	34.45%	10.08%
JAN-05	476	656	456	200	68	226	248	50	3	65	195	40.97%	1.38	1.24	10.37%	34.45%	7.62%
FEB-05	525	832	508	324	120	280	301	64	2	84	225	42.86%	1.58	1.36	14.42%	33.65%	7.69%
MAR-05	481	672	417	255	104	224	245	43	9	63	178	37.01%	1.40	1.18	15.48%	33.33%	6.40%
APR-05	480	798	511	287	203	251	339	76	6	64	199	41.46%	1.66	1.24	25.44%	31.45%	9.52%
MAY-05	483	1,001	645	356	132	308	465	86	11	99	236	48.86%	2.07	1.80	13.19%	30.77%	8.59%
JUN-05	489	841	514	327	212	215	395	79	15	97	218	44.58%	1.72	1.29	25.21%	25.56%	9.39%
JUL-05	494	1,099	717	382	321	295	517	110	45	116	269	54.45%	2.22	1.57	29.21%	26.84%	10.01%
% CHANGE	1.02%	30.68%	39.49%	16.82%	51.42%	37.21%	30.89%	39.24%	200.00%	19.59%	23.39%	9.87%	29.36%	22.44%	4.00%	1.28%	0.62%
AVG	478.67	758.33	502.83	255.50	119.25	242.25	301.50	68.83	9.67	73.42	214.83	44.89%	1.58	1.33	14.59%	32.37%	9.06%
Y-T-D	5744	9,100	6,034	3,066	1,431	2,907	3,618	826	116	881	2,578						
	# INM ON PSYCHS	% INM ON PSYCHS	# PSYCH RXS/INM	# RX'S/INM LESS PSYCHS	% INM ON MEDS LESS PSYCHS	# INM ON HEP C	HEP C RX'S	COST OF HEP C	COST OF HEP C/INM ON HEP C	# INM ON HIV	HIV RX'S	HIV TOTAL COST	HIV COST/INM ON HIV	NET COST OF MEDS	TOTAL MONTHLY COST	TOTAL COST/INM	CREDITS
AUG-04	117	24.79%	0.50	0.94	20.13%	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$23,493.41	\$23,493.41	\$49.77	\$6,430.92
SEP-04	115	25.05%	0.54	1.00	18.74%	0	0	\$0.00	\$0.00	1	3	\$1,249.67	\$1,249.67	\$25,854.09	\$25,854.09	\$56.33	\$11,009.05
OCT-04	112	24.03%	0.44	0.85	20.60%	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$18,005.38	\$18,005.38	\$38.64	\$16,862.06
NOV-04	106	23.09%	0.44	0.92	25.27%	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$17,941.86	\$17,941.86	\$39.09	\$0.00
DEC-04	116	25.22%	0.48	0.82	21.52%	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$18,893.57	\$18,893.57	\$41.07	\$9,497.06
JAN-05	106	22.27%	0.52	0.86	18.70%	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$23,142.17	\$23,142.17	\$48.62	\$9,336.40
FEB-05	116	22.10%	0.57	1.01	20.76%	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$28,727.11	\$28,727.11	\$54.72	\$0.00
MAR-05	102	21.21%	0.51	0.89	15.80%	0	0	\$0.00	\$0.00	1	2	\$1,107.45	\$1,107.45	\$27,324.39	\$27,324.39	\$56.81	\$19,540.63
APR-05	123	25.63%	0.71	0.96	15.83%	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$35,357.57	\$35,357.57	\$73.66	\$14,181.32
MAY-05	148	30.64%	0.96	1.11	18.22%	0	0	\$0.00	\$0.00	1	3	\$1,394.07	\$1,394.07	\$41,496.78	\$41,496.78	\$85.91	\$8,544.24
JUN-05	140	28.63%	0.81	0.91	15.95%	0	0	\$0.00	\$0.00	2	3	\$1,502.20	\$751.10	\$36,300.21	\$36,300.21	\$74.23	\$12,645.22
JUL-05	179	36.23%	1.05	1.18	18.22%	0	0	\$0.00	\$0.00	2	3	\$1,511.98	\$755.99	\$49,410.87	\$49,410.87	\$100.02	\$8,723.79
% CHANGE	27.86%	7.60%	29.56%	29.17%	2.27%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.65%	0.65%	36.12%	36.12%	34.74%	-31.01%
AVG	123.33	25.74%	0.63	0.95	19.15%	0.00	0.00	\$0.00	\$0.00	0.58	1.17	\$563.78	\$438.19	\$28,828.95	\$28,828.95	\$59.91	\$9,730.89
Y-T-D	1,480					0	0	\$0.00		7	14	\$6,765.37		\$345,947.41	\$345,947.41		\$116,770.69
	TOTAL COST LESS CREDITS	TOTAL COST/INM LESS CREDITS	NF TOTAL COST	NF COST/INM	FORM TOTAL COST	FORM COST/INM	PSYCH COST	PSYCH COST/INM	NF PSYCH COST	NF PSYCH COST/INM	ATYP ANTIPSY COST	ATYP ANTIPSY COST/INM	OTC TOTAL COST	OTC COST/INM	EMED COST		
AUG-04	\$17,062.49	\$36.15	\$15,167.82	\$32.14	\$8,325.59	\$17.64	\$11,380.13	\$24.11	\$7,394.31	\$15.67	\$7,287.37	\$15.44	\$466.31	\$0.99	\$0.00		
SEP-04	\$14,845.04	\$32.34	\$15,430.62	\$33.62	\$10,423.47	\$22.71	\$12,505.17	\$27.24	\$7,077.54	\$15.42	\$8,325.43	\$18.14	\$633.18	\$1.38	\$0.00		
OCT-04	\$1,143.32	\$2.45	\$10,797.37	\$23.17	\$7,208.01	\$15.47	\$9,384.23	\$20.14	\$5,521.45	\$11.85	\$6,430.68	\$13.80	\$775.11	\$1.66	\$0.00		
NOV-04	\$17,941.86	\$39.09	\$9,134.08	\$19.90	\$8,807.78	\$19.19	\$9,564.61	\$20.84	\$4,309.18	\$9.39	\$6,935.96	\$15.11	\$887.05	\$1.93	\$0.00		
DEC-04	\$9,396.51	\$20.43	\$11,513.31	\$25.03	\$7,380.26	\$16.04	\$10,577.92	\$23.00	\$5,975.20	\$12.99	\$7,128.72	\$15.50	\$526.57	\$1.14	\$0.00		
JAN-05	\$13,805.77	\$29.00	\$11,486.76	\$24.13	\$11,655.41	\$24.49	\$11,337.17	\$23.82	\$3,890.90	\$8.17	\$7,742.33	\$16.27	\$1,038.99	\$2.18	\$0.00		
FEB-05	\$28,727.11	\$54.72	\$14,286.19	\$27.21	\$14,440.92	\$27.51	\$15,292.19	\$29.13	\$6,015.16	\$11.46	\$10,553.37	\$20.10	\$779.19	\$1.48	\$0.00		
MAR-05	\$7,783.76	\$16.18	\$13,186.69	\$27.42	\$14,137.70	\$29.39	\$12,561.30	\$26.11	\$4,052.45	\$8.43	\$9,596.16	\$19.95	\$1,122.76	\$2.33	\$0.00		
APR-05	\$21,176.25	\$44.12	\$22,492.72	\$46.86	\$12,864.85	\$26.80	\$19,020.04	\$39.63	\$10,929.62	\$22.77	\$10,953.11	\$22.82	\$766.60	\$1.60	\$0.00		
MAY-05	\$32,952.54	\$68.22	\$21,197.29	\$43.89	\$20,299.49	\$42.03	\$23,454.12	\$48.56	\$8,740.24	\$18.10	\$18,873.17	\$39.07	\$936.75	\$1.94	\$0.00		
JUN-05	\$23,654.99	\$48.37	\$14,187.12	\$29.01	\$22,113.09	\$45.22	\$22,704.61	\$46.43	\$6,972.06	\$14.26	\$17,944.94	\$36.70	\$878.06	\$1.80	\$0.00		
JUL-05	\$40,687.08	\$82.36	\$20,547.99	\$41.60	\$28,862.88	\$58.43	\$31,708.92	\$64.19	\$10,480.21	\$21.22	\$25,759.40	\$52.14	\$1,187.63	\$2.40	\$0.00		
% CHANGE	72.00%	70.26%	44.84%	43.37%	30.52%	29.20%	39.66%	38.24%	50.32%	48.80%	43.55%	42.09%	35.26%	33.89%	0.00%		
AVG	\$19,098.06	\$39.45	\$14,952.33	\$31.16	\$13,876.62	\$28.74	\$15,790.87	\$32.77	\$6,779.86	\$14.14	\$11,460.89	\$23.75	\$833.18	\$1.74	\$0.00		
Y-T-D			\$179,427.96		\$166,519.45		\$189,490.41		\$81,358.32		\$137,530.64		\$9,998.20		\$0.00		

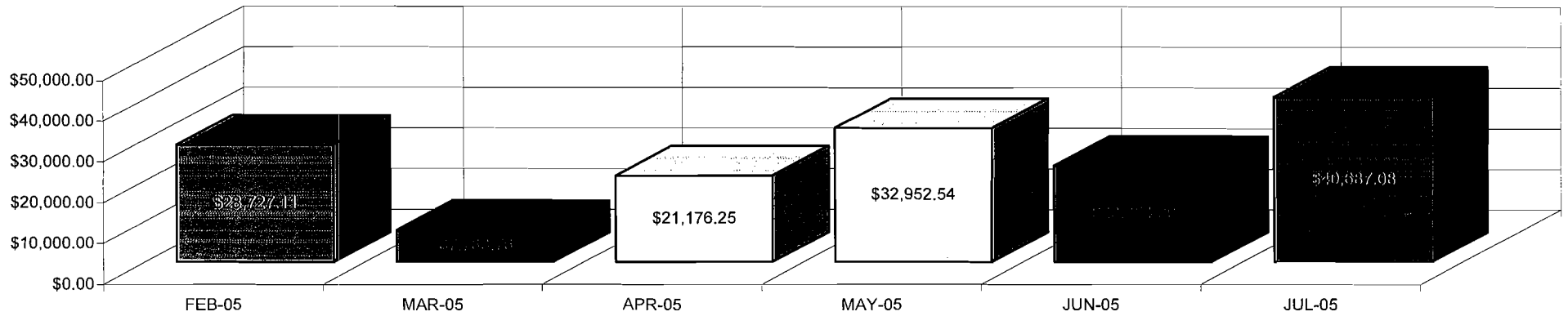
INMA SENSUS



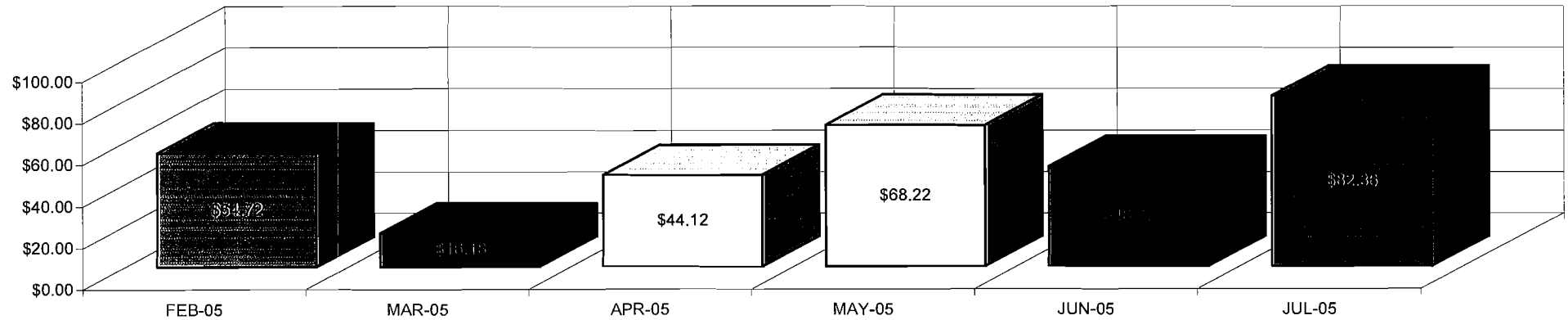
TOTAL MONTHLY COST

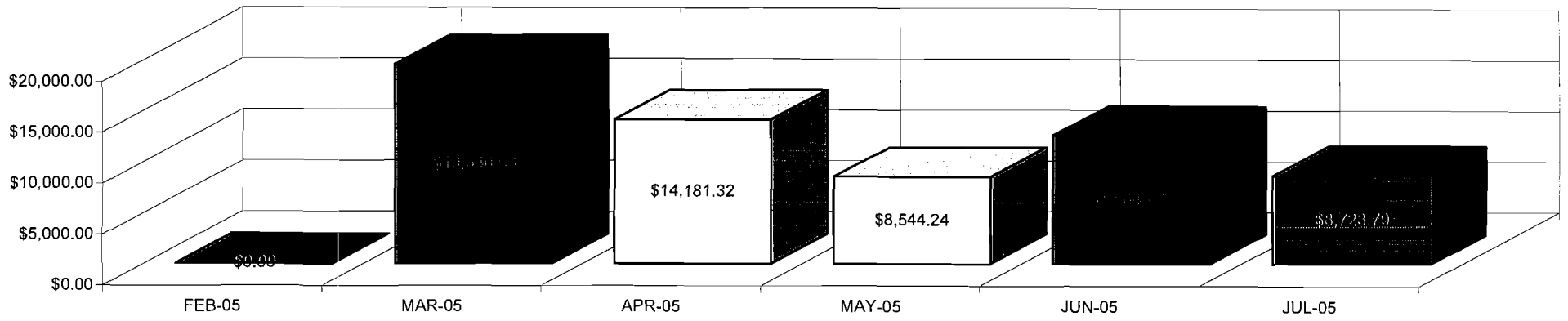


TOTAL MONTHLY COST LESS CREDITS

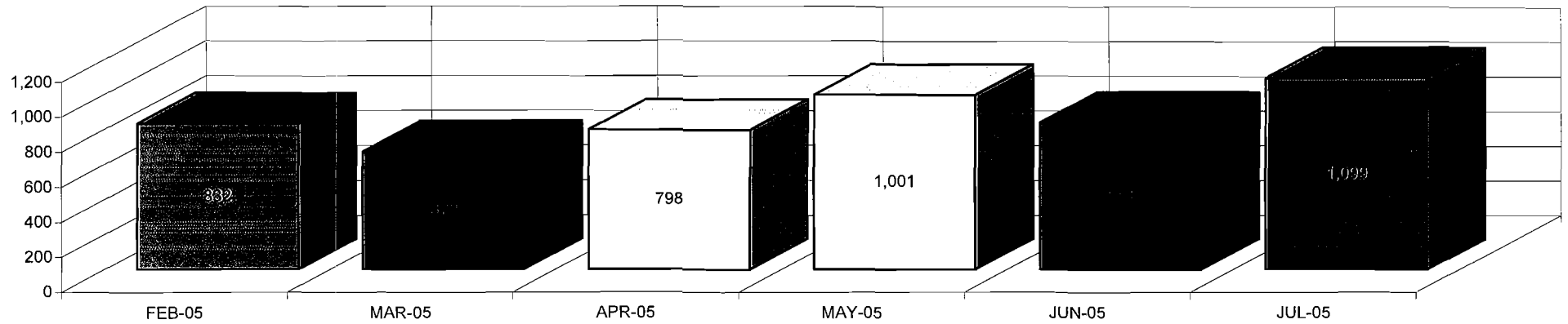


TOTAL MONTHLY COST PER INMATE LESS CREDITS

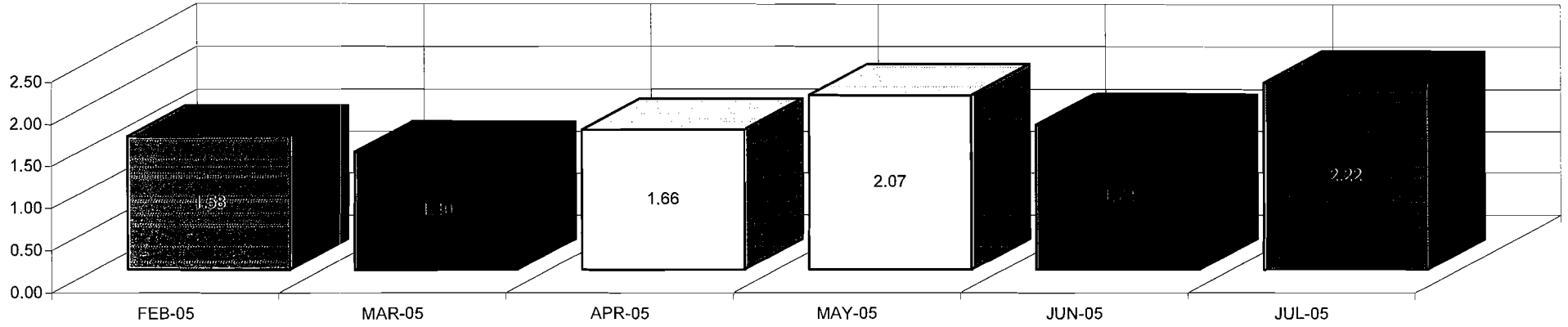




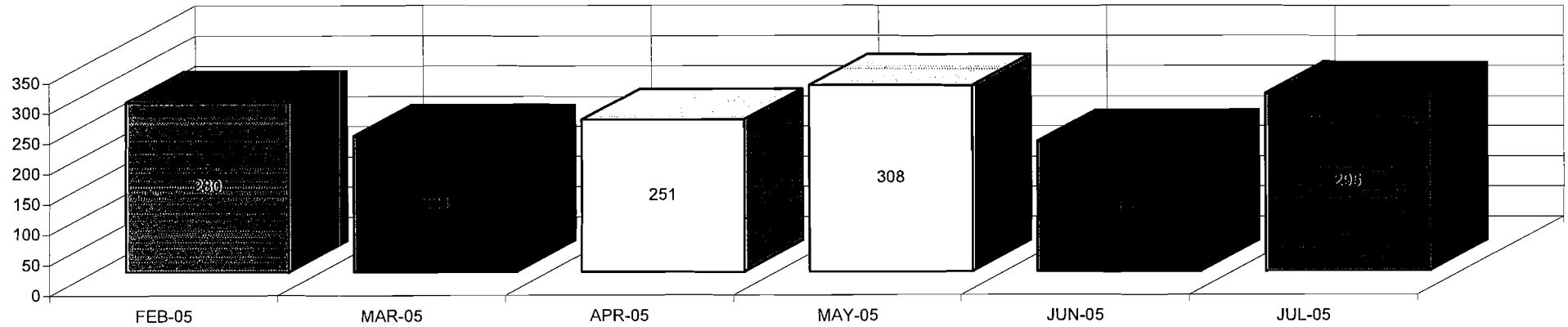
TOTAL PRESCRIPTION ORDERS



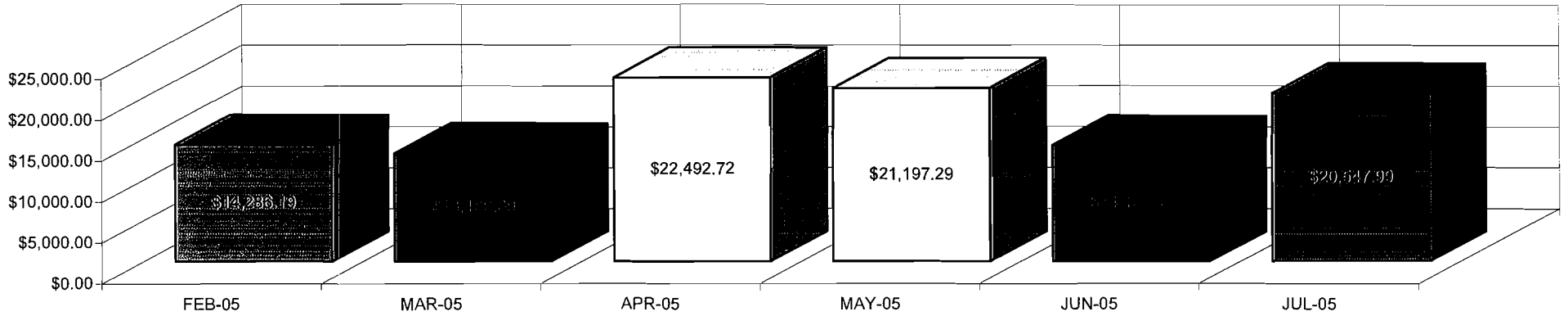
PRESCRIPT PER INMATE



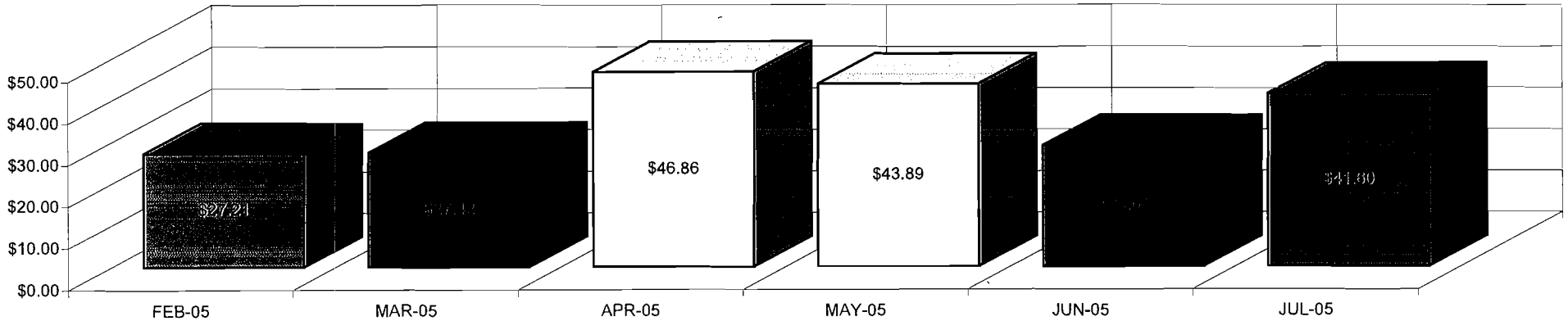
TOTAL NON-FORMULARY PRESCRIPTION ORDERS



NON-FORMULARY COST



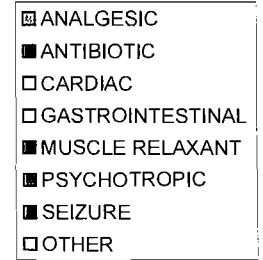
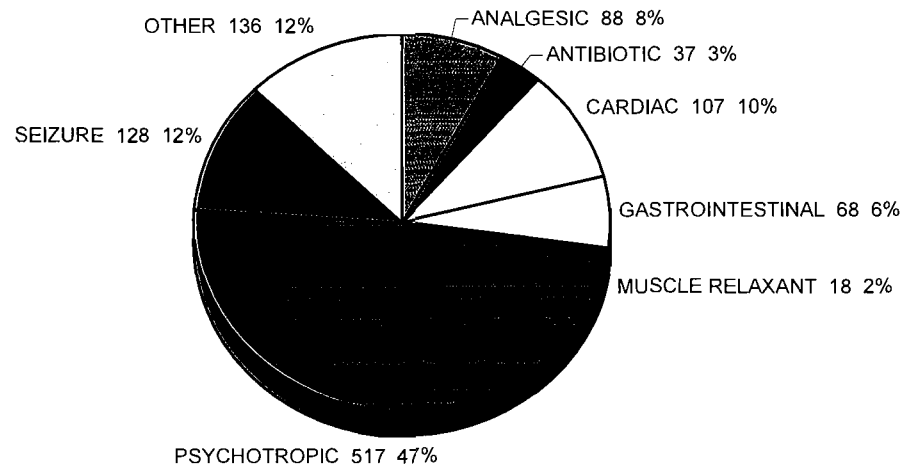
NON-FORMULARY COST PER INMATE



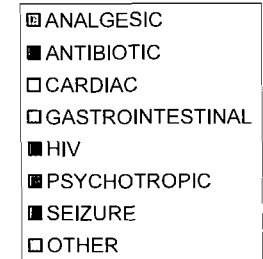
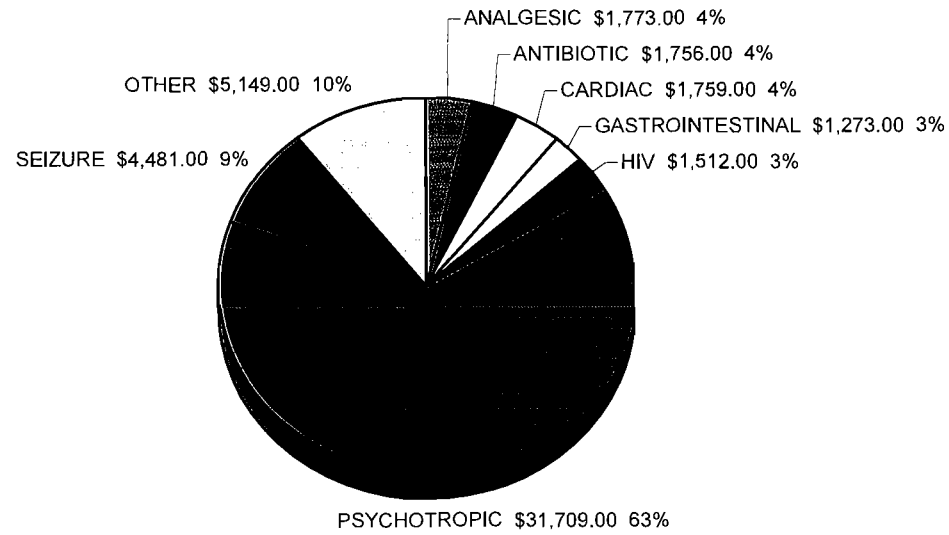
**YOUR FACILITY
THERAPEUTIC CLASS REPORT
JULY 1, 2005 THRU JULY 31, 2005**

	FEB-05	MAR-05	APR-05	MAY-05	JUN-05	JUL-05	CHANGE	% OF TOTAL
GENERIC	16	27	29	54	55	88	60.00%	8.01%
	\$244.17	\$617.16	\$2,909.52	\$3,028.01	\$1,609.94	\$1,772.71	10.11%	3.59%
ANTIBIOTIC	49	43	49	43	36	37	2.78%	3.37%
	\$1,584.25	\$1,936.19	\$1,787.95	\$938.36	\$792.83	\$1,755.74	121.45%	3.55%
ASTHMA	10	14	12	20	11	8	-27.27%	0.73%
	\$100.15	\$448.21	\$850.05	\$426.52	\$64.04	\$148.08	131.23%	0.30%
CARDIAC	96	60	79	93	71	107	50.70%	9.74%
	\$1,147.83	\$675.00	\$982.86	\$807.02	\$879.40	\$1,759.37	100.06%	3.56%
CHOLESTEROL	12	8	14	7	5	9	80.00%	0.82%
	\$418.09	\$448.04	\$497.89	\$204.78	\$251.59	\$314.04	24.82%	0.64%
COUGH AND COLD	6	7	14	22	15	9	-40.00%	0.82%
	\$100.35	\$218.30	\$343.48	\$597.38	\$332.60	\$127.23	-61.75%	0.26%
DIABETES	30	31	22	13	18	16	-11.11%	1.46%
	\$515.26	\$873.81	\$391.88	\$298.49	\$346.35	\$347.77	0.41%	0.70%
GASTROINTESTINAL	90	54	62	66	70	68	-2.86%	6.19%
	\$1,993.94	\$1,794.14	\$2,367.34	\$1,408.19	\$2,145.16	\$1,272.65	-40.67%	2.58%
TTIS C	0	0	0	0	0	0	0.00%	0.00%
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
HIV	0	2	0	3	3	3	0.00%	0.27%
	\$0.00	\$1,107.45	\$0.00	\$1,394.07	\$1,502.20	\$1,511.98	0.65%	3.06%
OPTHALMIC AND OTIC	2	1	3	7	3	3	0.00%	0.27%
	\$51.96	\$61.86	\$182.00	\$414.13	\$63.83	\$122.02	91.16%	0.25%
PSYCHOTROPIC	301	245	339	465	395	517	30.89%	47.04%
	\$15,292.19	\$12,561.30	\$19,020.04	\$23,454.12	\$22,704.61	\$31,708.92	39.66%	64.17%
SEIZURE	135	98	69	74	55	128	132.73%	11.65%
	\$4,961.38	\$3,941.73	\$3,351.92	\$3,753.28	\$2,458.47	\$4,480.94	82.27%	9.07%
TOPICAL	2	5	8	16	8	12	50.00%	1.09%
	\$56.41	\$89.63	\$190.29	\$358.07	\$404.10	\$567.37	40.40%	1.15%
OTHER	83	77	98	118	96	94	-2.08%	8.55%
	\$2,261.13	\$2,551.57	\$2,482.35	\$4,414.36	\$2,745.09	\$3,522.05	28.30%	7.13%
TOTAL	832	672	798	1001	841	1099	30.68%	
	\$28,727.11	\$27,324.39	\$35,357.57	\$41,496.78	\$36,300.21	\$49,410.87	36.12%	

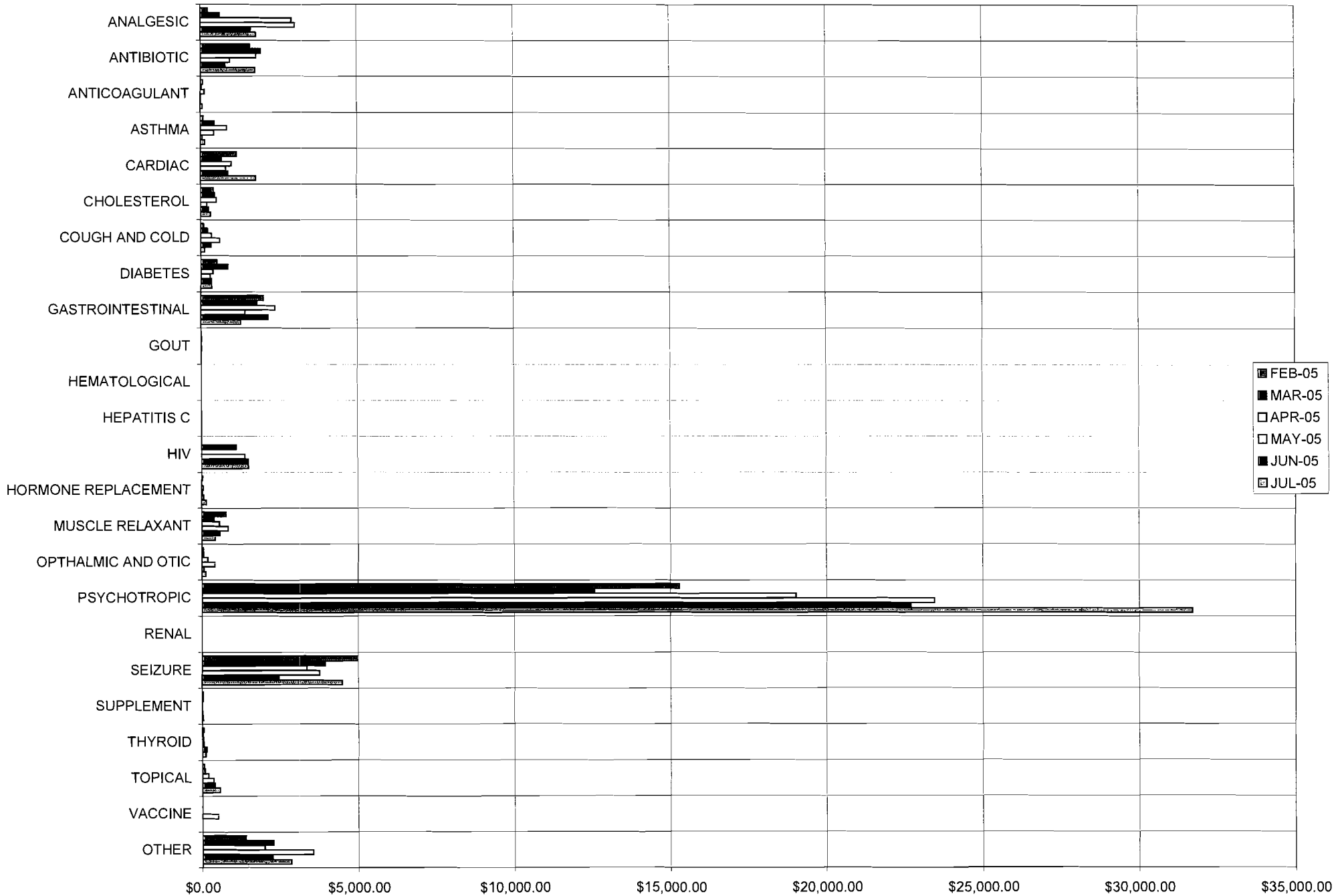
THERAPEUTIC CLASS PRESCRIPTIONS



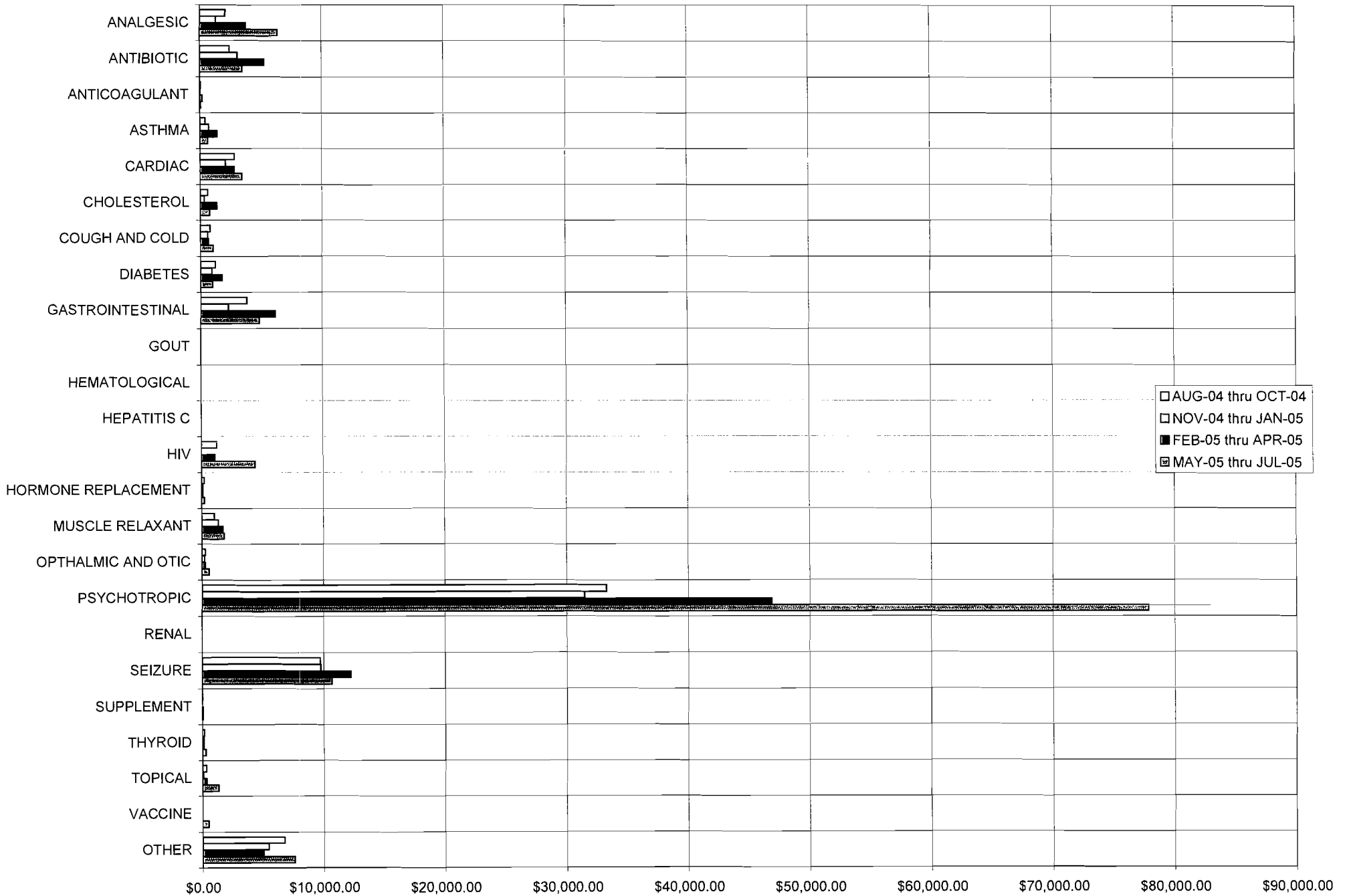
THERAPEUTIC CLASS EXPENDITURES

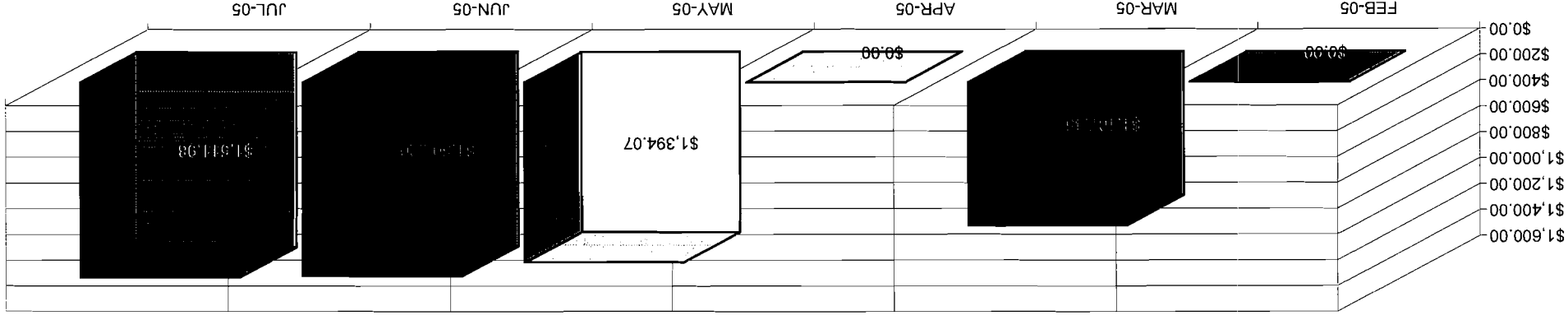


**YOUR FACILITY
THERAPEUTIC CLASS EXPENDITURES
SIX MONTH USAGE**

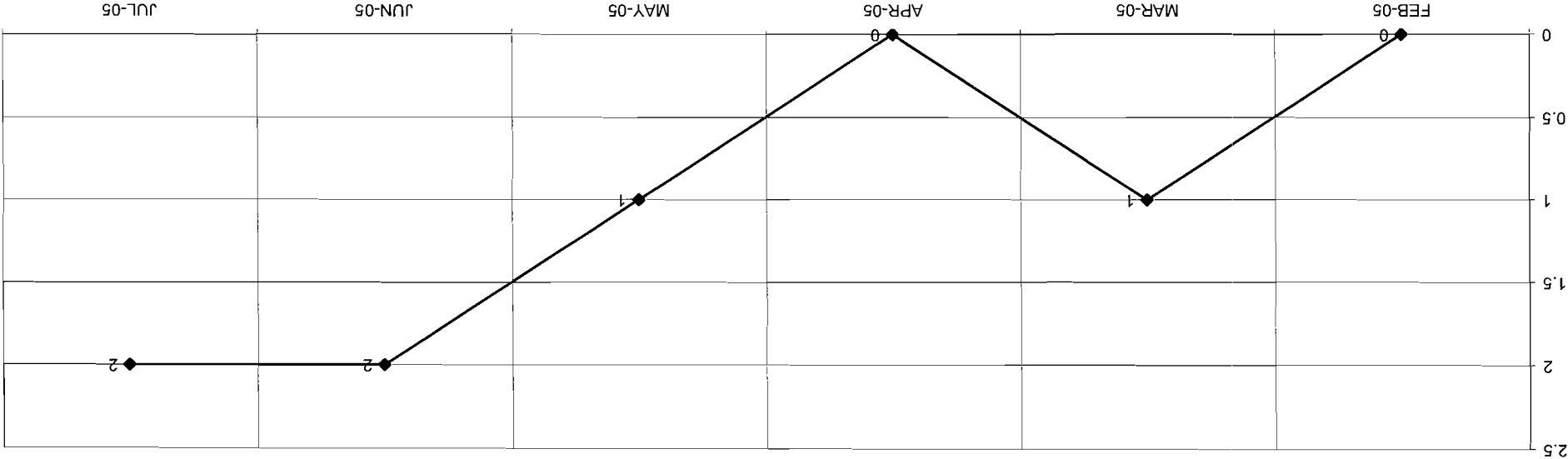


**YOUR FACILITY
THERAPEUTIC CLASS EXPENDITURES
ANNUAL USAGE BY QUARTER**



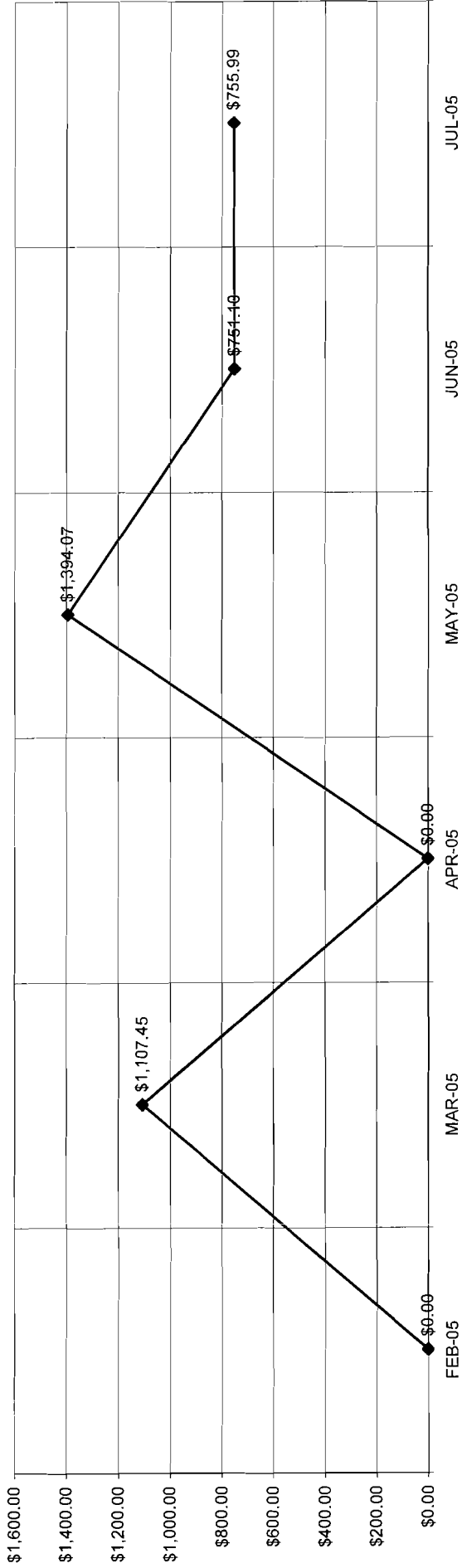


HIV COST

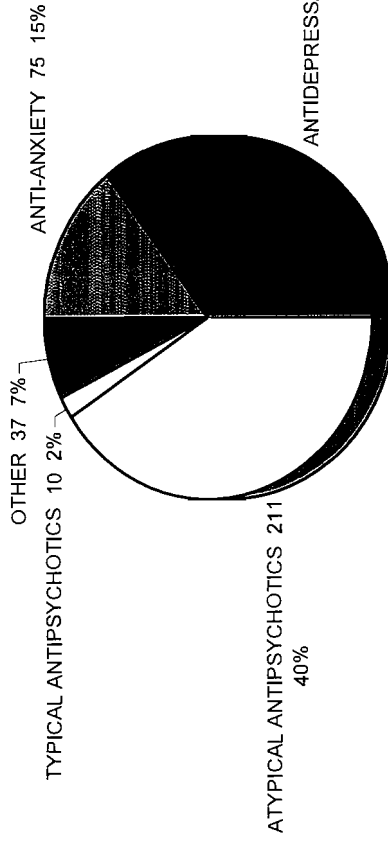


INMATES PRESCI HIV MEDICATIONS

HIV COST PER INI ON HIV PER MONTH

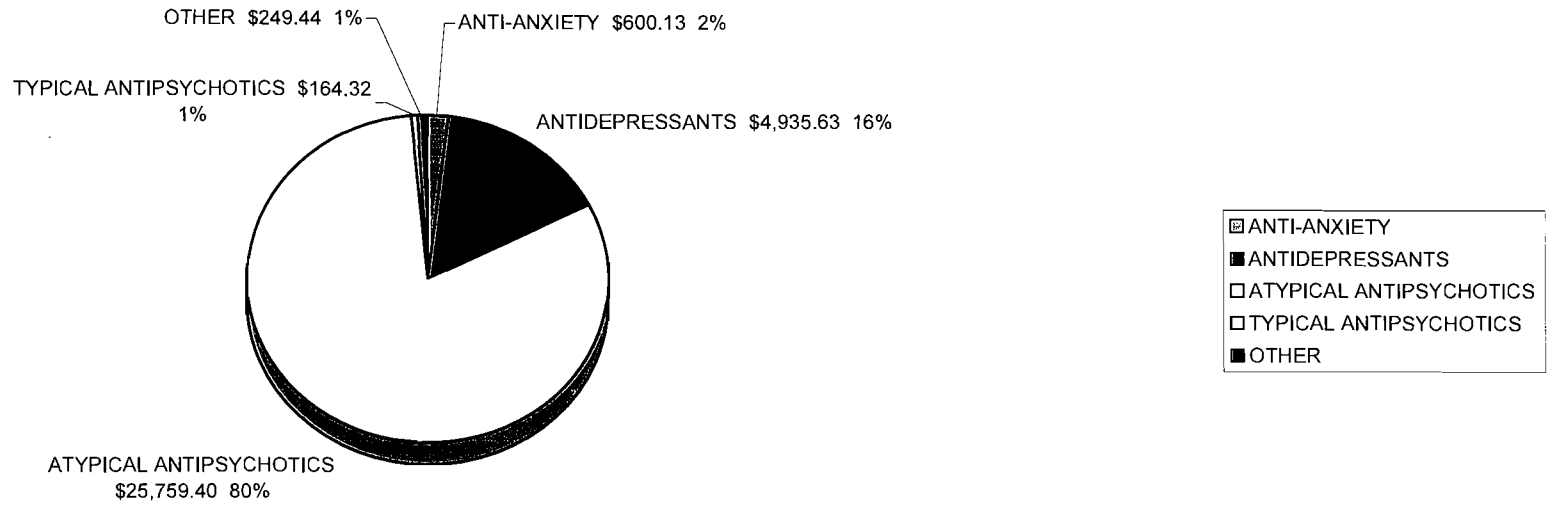


PSYCHOTROPIC MEDICATION PRESCRIPTIONS

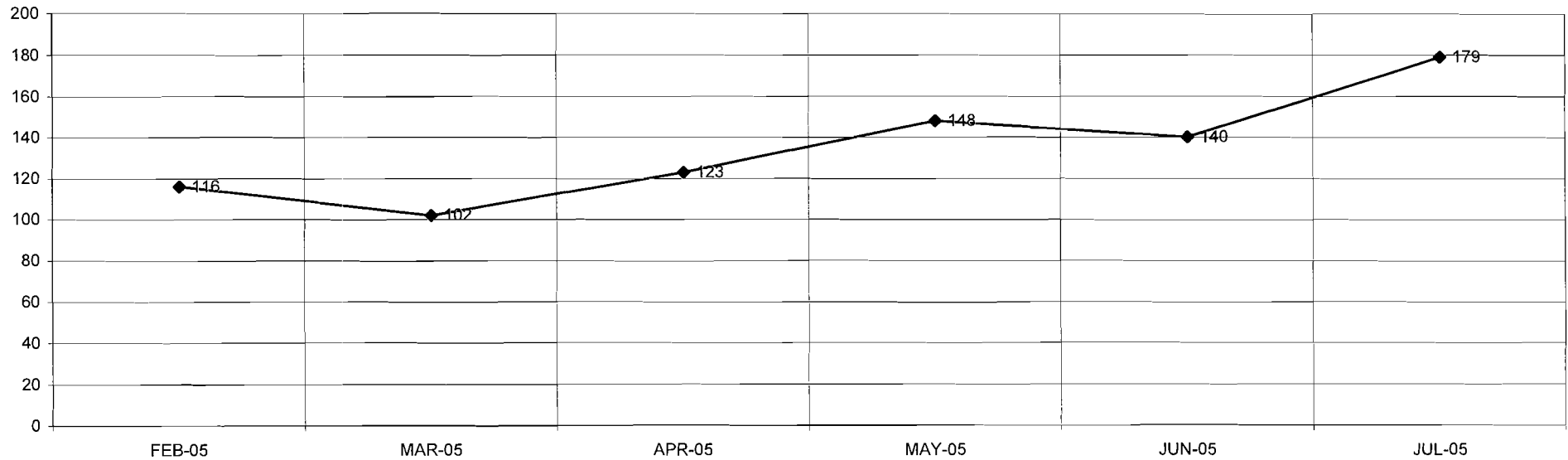


- ANTI-ANXIETY
- ANTIDEPRESSANTS
- TYPICAL ANTIPSYCHOTICS
- TYPICAL ANTIPSYCHOTICS
- OTHER

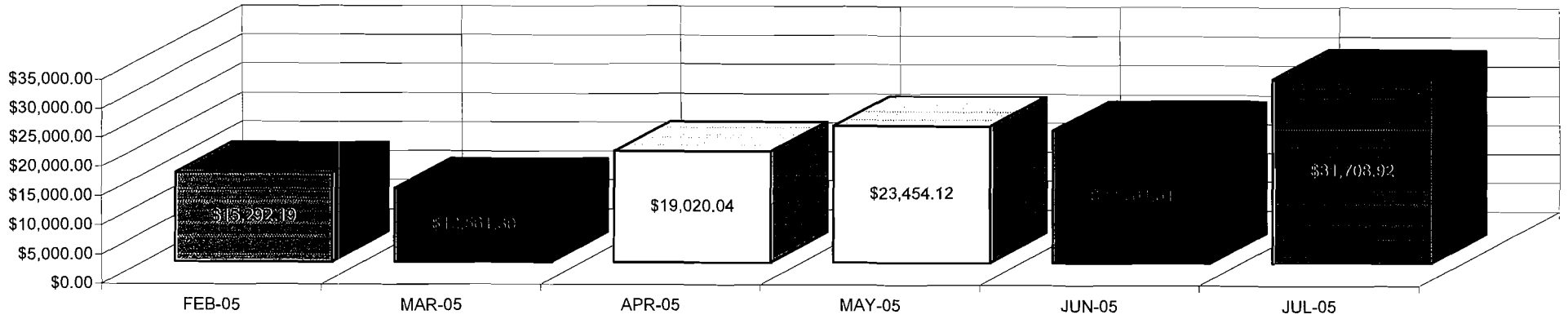
PSYCHOTROPIC MEDICATION EXPENDITURES



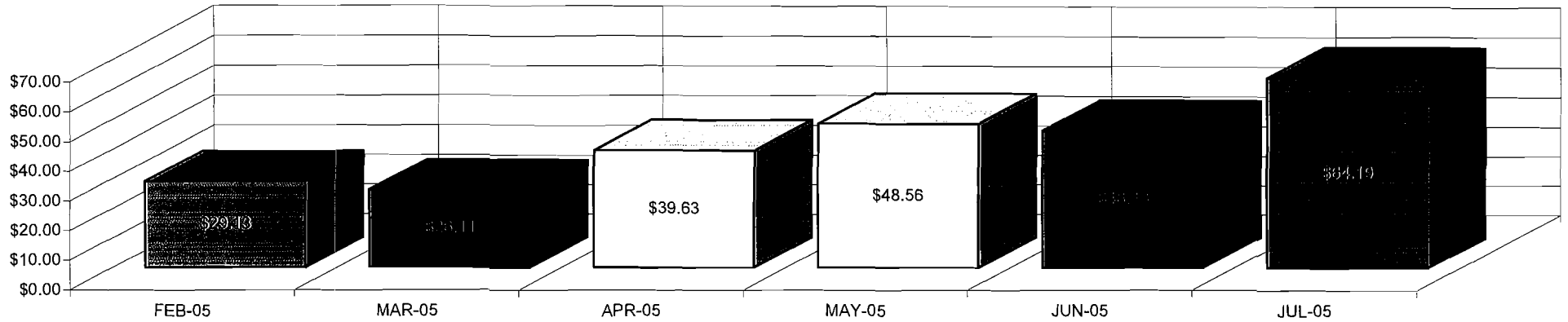
INMATES PRESCRIBED PSYCHOTROPIC MEDICATIONS



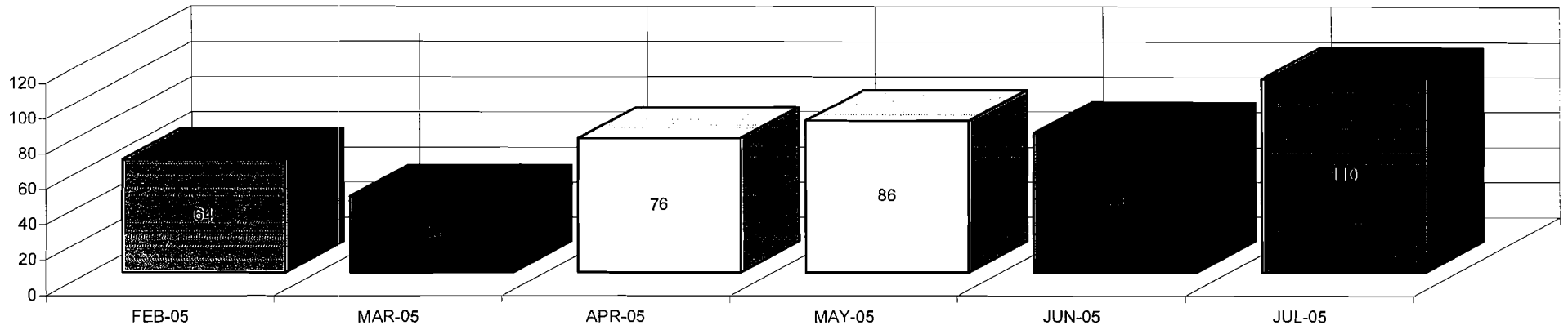
PSYCHOTROPIC COST



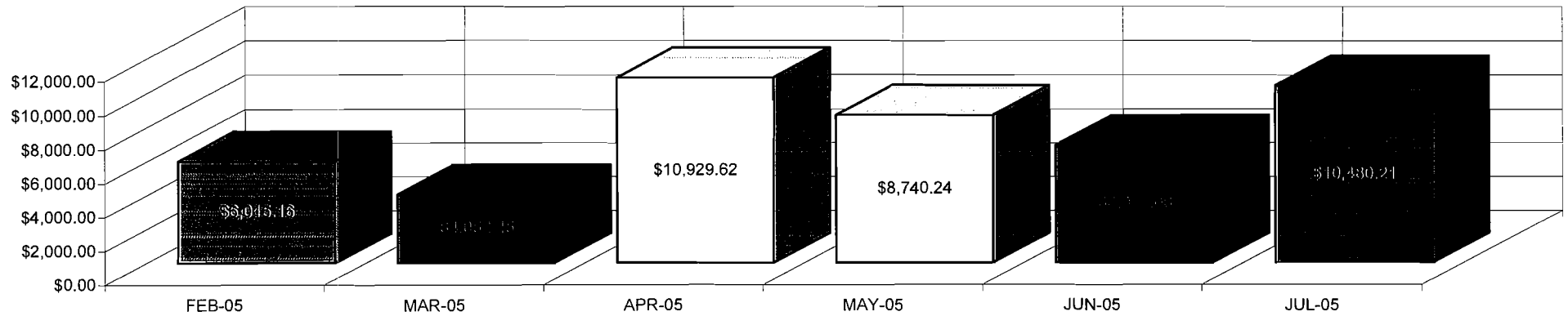
PSYCHOTROPIC COST PER INMATE PER MONTH



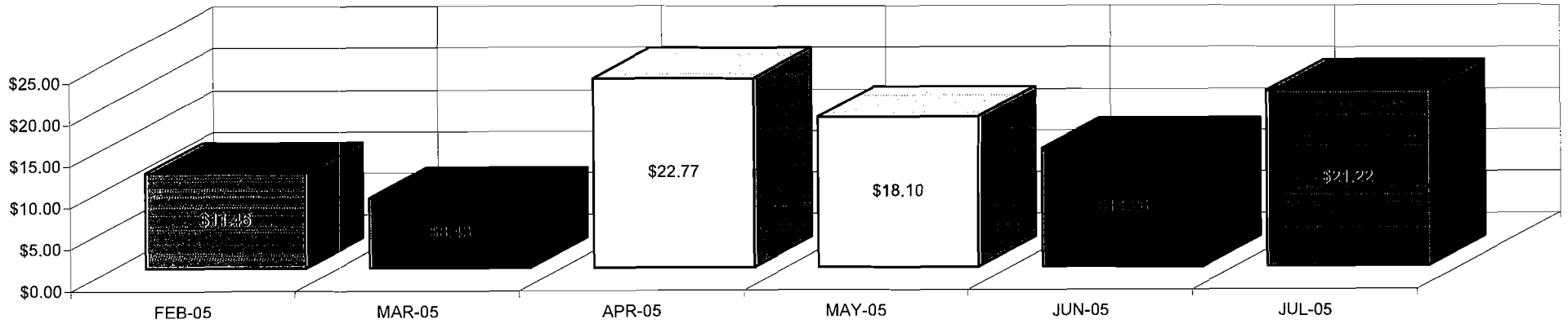
NON-FORMULAR PSYCHOTROPIC RXS



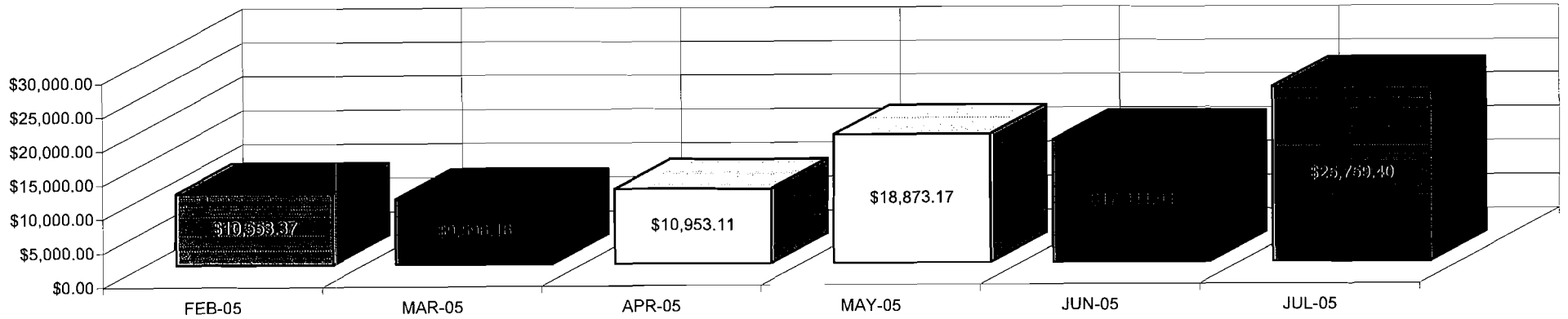
NON-FORMULARY PSYCHOTROPIC COST



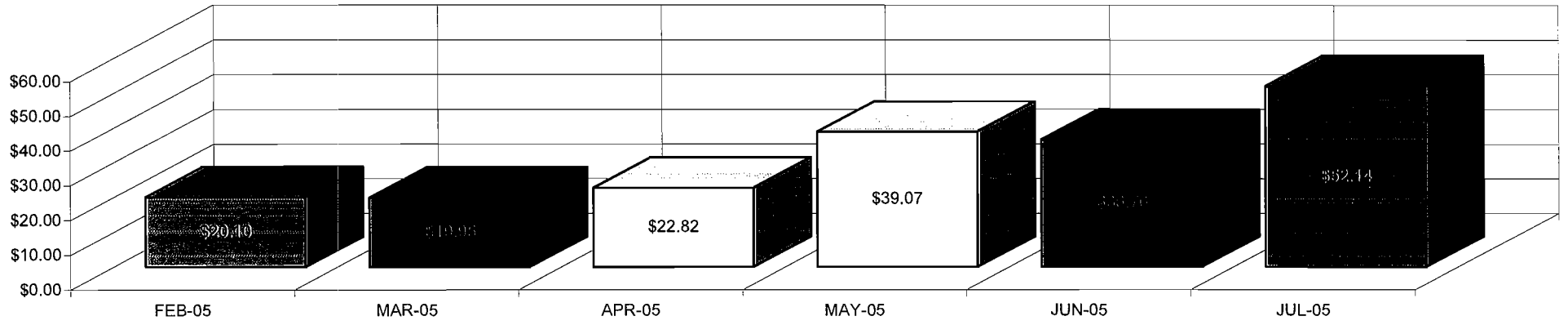
NON-FORMULARY PSYCHOTR(COST PER INMATE PER MONTH



TOTAL ATYPICAL COST

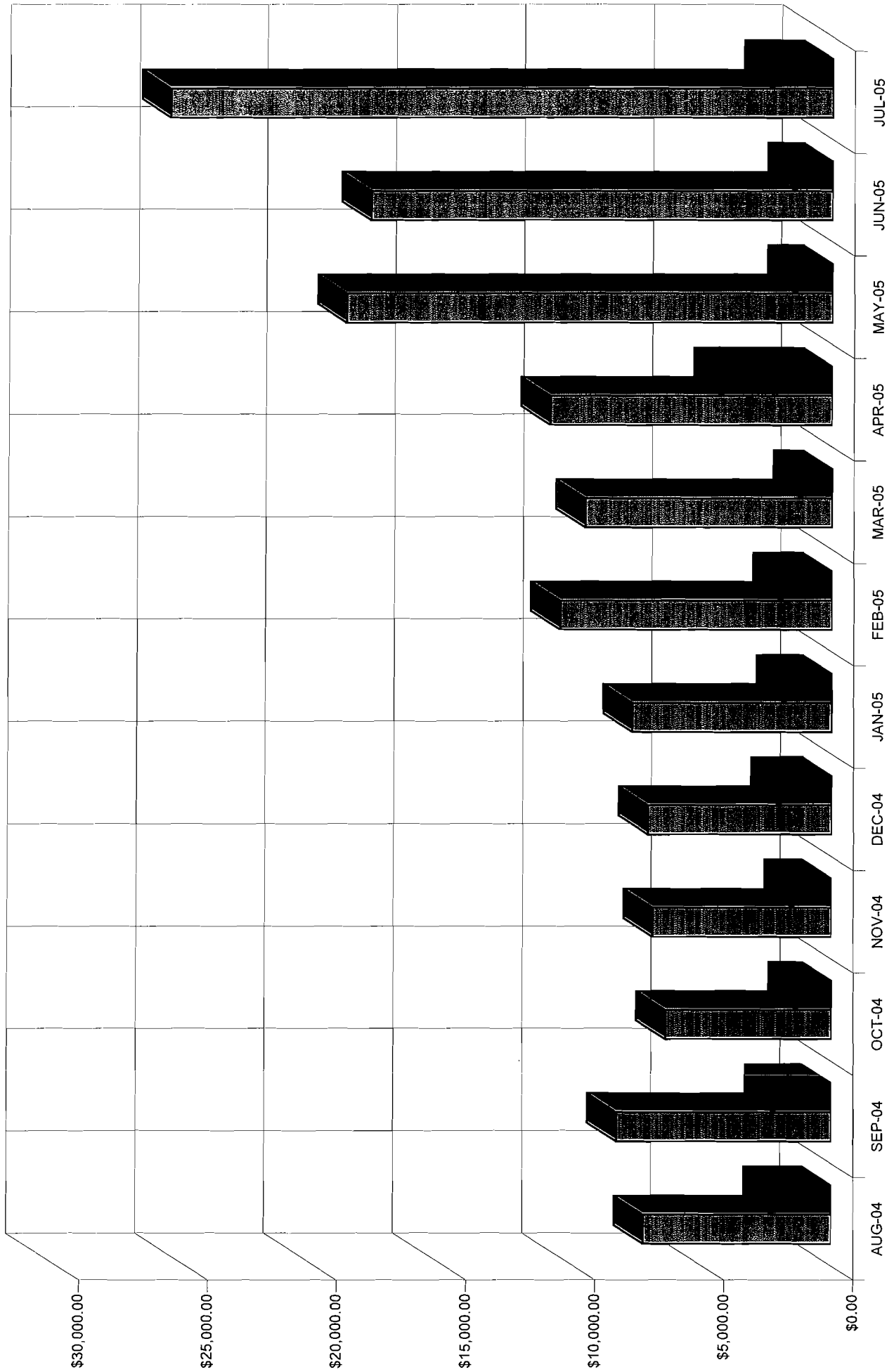


ATYPICAL COST | INMATE PER MONTH



YOU' \CILITY
 TOTAL SSRI AND ATYPICAL ANTI JHOTIC MEDICATION EXPENDITURES

■ ATYPICAL ANTIPSYCHOTICS ■ SSRIS



**YOUR FACILITY
TOP NONFORMULARY PRESCRIPTION COST BY DOCTOR
JULY 1, 2005 THRU JULY 31, 2005**

DOCTOR NAME	MEDICATION	# OF RXS	QUANTITY	COST	TOTAL
John Smith, MD	Zyprexa 10mg Tablet	XXXX	XXXX	XXXX	
	Zyprexa 5mg Tablet	XXXX	XXXX	XXXX	
	Depakote 500mg Tab	XXXX	XXXX	XXXX	
	Neurontin 300mg Capsule	XXXX	XXXX	XXXX	
	Zyprexa 20mg Tablet	XXXX	XXXX	XXXX	
	Geodon 40mg Capsule	XXXX	XXXX	XXXX	
	Lamictal 25mg Tablet	XXXX	XXXX	XXXX	
	Asacol 400mg Tablet	XXXX	XXXX	XXXX	
	Zyprexa 15mg Tablet	XXXX	XXXX	XXXX	
	Depakote *er* 500mg Tab	XXXX	XXXX	XXXX	
	Trileptal 600mg Tablet	XXXX	XXXX	XXXX	
	Trileptal 300mg Tablet	XXXX	XXXX	XXXX	
	Zyprexa 2.5mg Tablet	XXXX	XXXX	XXXX	
	Zyprexa Zydis 10mg Tablet	XXXX	XXXX	XXXX	
	Wellbutrin-sr 150mg Tab	XXXX	XXXX	XXXX	
	Celebrex 200mg Caps	XXXX	XXXX	XXXX	
	Neurontin 600mg Tablet	XXXX	XXXX	XXXX	
	Paxil Cr 25mg Tablet	XXXX	XXXX	XXXX	
	Depakote 250mg Tablet	XXXX	XXXX	XXXX	
	Effexor-xr 75mg Cap	XXXX	XXXX	XXXX	
	Cipro 250mg Tablet	XXXX	XXXX	XXXX	
	Valtrex 500mg Caplet	XXXX	XXXX	XXXX	
	Serzone 200mg Tablet	XXXX	XXXX	XXXX	
	Lisinopril 40mg Tablet	XXXX	XXXX	XXXX	
	Wellbutrin-xl 300mg Tab	XXXX	XXXX	XXXX	
	Inderal La 120mg Capsule	XXXX	XXXX	XXXX	
	Zoloft 100mg Tablet	XXXX	XXXX	XXXX	
	Abilify 10mg Tablet	XXXX	XXXX	XXXX	
	Lamictal 100mg Tablet	XXXX	XXXX	XXXX	
	Benzamycin Gel	XXXX	XXXX	XXXX	
	Levaquin 250mg Tablet	XXXX	XXXX	XXXX	
	Wellbutrin-xl 150mg Tab	XXXX	XXXX	XXXX	
	Flonase .05% Nasal Spray	XXXX	XXXX	XXXX	
	Paxil Cr 12.5mg Tablet	XXXX	XXXX	XXXX	
	Advair 100/50mcg Diskus	XXXX	XXXX	XXXX	
	Lisinopril 20mg Tablet	XXXX	XXXX	XXXX	
	Symbyax 6-25mg Capsule	XXXX	XXXX	XXXX	
	Remeron 15mg Soltab	XXXX	XXXX	XXXX	
	Trileptal 150mg Tablet	XXXX	XXXX	XXXX	
	Spironolactone 100mg Tab	XXXX	XXXX	XXXX	
Lamictal 200mg Tablet	XXXX	XXXX	XXXX		
Enufose 10gm/15ml Syrup	XXXX	XXXX	XXXX		
Mirtazapine 30mg Tablet	XXXX	XXXX	XXXX		
Omeprazole 20mg Capsule Dr	XXXX	XXXX	XXXX		
Pancrease Mt 4 Capsule Ec	XXXX	XXXX	XXXX		
Ranitidine 75mg Tablet	XXXX	XXXX	XXXX		
Nefazodone 200mg Tablet	XXXX	XXXX	XXXX		
Spectazole 1pc Cream	XXXX	XXXX	XXXX		
Celexa 20mg Tablet	XXXX	XXXX	XXXX		
Accupril 40mg Tablet	XXXX	XXXX	XXXX		
Mirtazapine 15mg Tablet	XXXX	XXXX	XXXX		
Humalog 100u/ml Vial	XXXX	XXXX	XXXX		

DOCTOR NAME	MEDICATION	# OF RXS	QUANTITY	COST
Toprol XL 100mg Tablet	XXXX	XXXX	XXXX	XXXX
Effexor 75mg Tablet	XXXX	XXXX	XXXX	XXXX
Lantus (insulin Glargine)	XXXX	XXXX	XXXX	XXXX
Wellbutrin-sr 100mg Tab	XXXX	XXXX	XXXX	XXXX
Metrogel-vaginal .75%	XXXX	XXXX	XXXX	XXXX
Methimazole 10mg Tablet	XXXX	XXXX	XXXX	XXXX
Toprol XL 200mg Tablet Sa	XXXX	XXXX	XXXX	XXXX
Skelaxin 400mg Tablet	XXXX	XXXX	XXXX	XXXX
Coreg 25mg Tablet	XXXX	XXXX	XXXX	XXXX
Acticin 5% Cream	XXXX	XXXX	XXXX	XXXX
Strattera 60mg Capsule	XXXX	XXXX	XXXX	XXXX
Carb/levo 50/200 Er Tab	XXXX	XXXX	XXXX	XXXX
Haldol Dec 50mg/mlamp	XXXX	XXXX	XXXX	XXXX
Bupropion-sr 100mg Tab	XXXX	XXXX	XXXX	XXXX
Loratadine 10mg Tablet	XXXX	XXXX	XXXX	XXXX
Lisinopril 40mg Tablet	XXXX	XXXX	XXXX	XXXX
Sod Sulf/sulfur Tf Lot	XXXX	XXXX	XXXX	XXXX
Lotrel 5mg/20mg Capsule	XXXX	XXXX	XXXX	XXXX
Methimazole 5mg Tablet	XXXX	XXXX	XXXX	XXXX
Fluvoxamine 100mg Tablet	XXXX	XXXX	XXXX	XXXX
Mefhyton 5mg Tablet	XXXX	XXXX	XXXX	XXXX
Fluvoxamine 50mg Tablet	XXXX	XXXX	XXXX	XXXX
Zyrtec 10mg Tablet	XXXX	XXXX	XXXX	XXXX
Chlorhexidine 0.12% Rinse	XXXX	XXXX	XXXX	XXXX
Celexa 40mg Tablet	XXXX	XXXX	XXXX	XXXX
Miltazapine "odt" 15mg	XXXX	XXXX	XXXX	XXXX
Fluoxetine 10mg Tab	XXXX	XXXX	XXXX	XXXX
Carbatrol 300mg Capsule S	XXXX	XXXX	XXXX	XXXX
Mediplast 40% Patches	XXXX	XXXX	XXXX	XXXX
Benicar Hct 40-25mg Tablet	XXXX	XXXX	XXXX	XXXX
Aciphex 20mg Tablet Ec	XXXX	XXXX	XXXX	XXXX
Azathioprine 50mg Tablet	XXXX	XXXX	XXXX	XXXX
Lorazepam 1mg Tablet	XXXX	XXXX	XXXX	XXXX
Hydroc/pap 10/325 Tab	XXXX	XXXX	XXXX	XXXX
Amoxicillin 875mg Tablet	XXXX	XXXX	XXXX	XXXX
Lithium Er 450mg Tablet	XXXX	XXXX	XXXX	XXXX
Tobramycin .3% Opi	XXXX	XXXX	XXXX	XXXX
Lithium "er" 300mg Tab	XXXX	XXXX	XXXX	XXXX
Glipizide Er 10mg Tablet	XXXX	XXXX	XXXX	XXXX
Phenergan 12.5mg Tab	XXXX	XXXX	XXXX	XXXX
Ketocconazole 200mg Tab	XXXX	XXXX	XXXX	XXXX
Klor-con 10meq Tablet Sa	XXXX	XXXX	XXXX	XXXX
Erythrocin St 250mg Tab	XXXX	XXXX	XXXX	XXXX
Magnesium Oxide 400mg Tab	XXXX	XXXX	XXXX	XXXX
Vitamin B12 500mcg Tablet	XXXX	XXXX	XXXX	XXXX
Vit B-12 100mcg Tab	XXXX	XXXX	XXXX	XXXX
Zyprexa 10mg Tablet	XXXX	XXXX	XXXX	XXXX
Lamictal 100mg Tablet	XXXX	XXXX	XXXX	XXXX
Abilify 10mg Tablet	XXXX	XXXX	XXXX	XXXX
Zyprexa 15mg Tablet	XXXX	XXXX	XXXX	XXXX
Geodon 80mg Capsule	XXXX	XXXX	XXXX	XXXX
Paxil Cr 25mg Tablet	XXXX	XXXX	XXXX	XXXX
DOCTOR NAME	MEDICATION	# OF RXS	QUANTITY	COST
TOTAL				

Bill Thompson, MD

John Smith, MD

TOTAL

TOTAL

	Lamictal 200mg Tablet	XXXX	XXXX	XXXX	
	Zyprexa 5mg Tablet	XXXX	XXXX	XXXX	
	Carbatrol 200mg Capsule	XXXX	XXXX	XXXX	
	Wellbutrin-sr 150mg Tab	XXXX	XXXX	XXXX	
	Serzone 200mg Tablet	XXXX	XXXX	XXXX	
	Lamictal 25mg Tablet	XXXX	XXXX	XXXX	Bill Thompson, MD
	Serzone 150mg Tablet	XXXX	XXXX	XXXX	XXXX
Dave Long, MD	Depakote *er* 500mg Tab	XXXX	XXXX	XXXX	
	Levaquin 250mg Tablet	XXXX	XXXX	XXXX	
	Trileptal 600mg Tablet	XXXX	XXXX	XXXX	
	Trileptal 150mg Tablet	XXXX	XXXX	XXXX	
	Trileptal 300mg Tablet	XXXX	XXXX	XXXX	
	Accupril 5mg Tablet	XXXX	XXXX	XXXX	
	Naproxen Sod 550mg Tab	XXXX	XXXX	XXXX	
	Ranitidine 75mg Tablet	XXXX	XXXX	XXXX	Dave Long, MD
	Erythrocin St 250mg Tab	XXXX	XXXX	XXXX	XXXX
Ed Elkin, MD	Methylin 10mg Tablet	XXXX	XXXX	XXXX	XXXX
				TOTAL:	XXXX
				% OF NET COST:	XXXX

YOUR FACILITY
TOP NONFORMULARY PRESCRIPTION COST BY DOCTOR LESS HIV MEDICATIONS
JULY 1, 2005 THRU JULY 31, 2005

DOCTOR NAME	MEDICATION	# OF RXS	QUANTITY	COST	TOTAL
John Smith, MD	Zyprexa 10mg Tablet	XXXX	XXXX	XXXX	
	Zyprexa 5mg Tablet	XXXX	XXXX	XXXX	
	Depakote 500mg Tab	XXXX	XXXX	XXXX	
	Neurontin 300mg Capsule	XXXX	XXXX	XXXX	
	Zyprexa 20mg Tablet	XXXX	XXXX	XXXX	
	Geodon 40mg Capsule	XXXX	XXXX	XXXX	
	Lamictal 25mg Tablet	XXXX	XXXX	XXXX	
	Asacol 400mg Tablet	XXXX	XXXX	XXXX	
	Zyprexa 15mg Tablet	XXXX	XXXX	XXXX	
	Depakote *er* 500mg Tab	XXXX	XXXX	XXXX	
	Trileptal 600mg Tablet	XXXX	XXXX	XXXX	
	Trileptal 300mg Tablet	XXXX	XXXX	XXXX	
	Zyprexa 2.5mg Tablet	XXXX	XXXX	XXXX	
	Zyprexa Zydys 10mg Tablet	XXXX	XXXX	XXXX	
	Wellbutrin-sr 150mg Tab	XXXX	XXXX	XXXX	
	Celebrex 200mg Caps	XXXX	XXXX	XXXX	
	Neurontin 600mg Tablet	XXXX	XXXX	XXXX	
	Paxil Cr 25mg Tablet	XXXX	XXXX	XXXX	
	Depakote 250mg Tablet	XXXX	XXXX	XXXX	
	Effexor-xr 75mg Cap	XXXX	XXXX	XXXX	
	Cipro 250mg Tablet	XXXX	XXXX	XXXX	
	Valtrex 500mg Caplet	XXXX	XXXX	XXXX	
	Serzone 200mg Tablet	XXXX	XXXX	XXXX	
	Lisinopril 40mg Tablet	XXXX	XXXX	XXXX	
	Wellbutrin-xl 300mg Tab	XXXX	XXXX	XXXX	
	Inderal La 120mg Capsule	XXXX	XXXX	XXXX	
	Zoloft 100mg Tablet	XXXX	XXXX	XXXX	
	Abilify 10mg Tablet	XXXX	XXXX	XXXX	
	Lamictal 100mg Tablet	XXXX	XXXX	XXXX	
	Benzamycin Gel	XXXX	XXXX	XXXX	
	Levaquin 250mg Tablet	XXXX	XXXX	XXXX	
	Wellbutrin-xl 150mg Tab	XXXX	XXXX	XXXX	
	Flonase .05% Nasal Spray	XXXX	XXXX	XXXX	
	Paxil Cr 12.5mg Tablet	XXXX	XXXX	XXXX	
	Advair 100/50mcg Diskus	XXXX	XXXX	XXXX	
	Lisinopril 20mg Tablet	XXXX	XXXX	XXXX	
	Symbyax 6-25mg Capsule	XXXX	XXXX	XXXX	
	Remeron 15mg Soltab	XXXX	XXXX	XXXX	
	Trileptal 150mg Tablet	XXXX	XXXX	XXXX	
	Spirolactone 100mg Tab	XXXX	XXXX	XXXX	
Lamictal 200mg Tablet	XXXX	XXXX	XXXX		
Enulose 10gm/15ml Syrup	XXXX	XXXX	XXXX		
Mirtazapine 30mg Tablet	XXXX	XXXX	XXXX		
Omeprazole 20mg Capsule Dr	XXXX	XXXX	XXXX		
Pancrease Mt 4 Capsule Ec	XXXX	XXXX	XXXX		
Ranitidine 75mg Tablet	XXXX	XXXX	XXXX		
Nefazodone 200mg Tablet	XXXX	XXXX	XXXX		
Spectazole 1pc Cream	XXXX	XXXX	XXXX		
Celexa 20mg Tablet	XXXX	XXXX	XXXX		
Accupril 40mg Tablet	XXXX	XXXX	XXXX		
Mirtazapine 15mg Tablet	XXXX	XXXX	XXXX		
Humalog 100u/ml Vial	XXXX	XXXX	XXXX		

DOCTOR NAME	MEDICATION	# OF RXS	QUANTITY	COST	TOTAL
	Toprol XI 100mg Tablet	XXXX	XXXX	XXXX	
	Effexor 75mg Tablet	XXXX	XXXX	XXXX	
	Lantus (insulin Glargine)	XXXX	XXXX	XXXX	
	Wellbutrin-sr 100mg Tab	XXXX	XXXX	XXXX	
	Metrogel-vaginal .75%	XXXX	XXXX	XXXX	
	Methimazole 10mg Tablet	XXXX	XXXX	XXXX	
	Toprol XI 200mg Tablet Sa	XXXX	XXXX	XXXX	
	Skelaxin 400mg Tablet	XXXX	XXXX	XXXX	
	Coreg 25mg Tablet	XXXX	XXXX	XXXX	
	Acticin 5% Cream	XXXX	XXXX	XXXX	
	Strattera 60mg Capsule	XXXX	XXXX	XXXX	
	Carb/levo 50/200 Er Tab	XXXX	XXXX	XXXX	
	Haldol Dec 50mg/mlamp	XXXX	XXXX	XXXX	
	Bupropion-sr 100mg Tab	XXXX	XXXX	XXXX	
	Loratadine 10mg Tablet	XXXX	XXXX	XXXX	
	Lisinopril 40mg Tablet	XXXX	XXXX	XXXX	
	Sod.Suff/sulfur Tf Lot	XXXX	XXXX	XXXX	
	Lotrel 5mg/20mg Capsule	XXXX	XXXX	XXXX	
	Methimazole 5mg Tablet	XXXX	XXXX	XXXX	
	Fluvoxamine 100mg Tablet	XXXX	XXXX	XXXX	
	Mephyton 5mg Tablet	XXXX	XXXX	XXXX	
	Fluvoxamine 50mg Tablet	XXXX	XXXX	XXXX	
	Zyrtec 10mg Tablet	XXXX	XXXX	XXXX	
	Chlorhexidine 0.12% Rinse	XXXX	XXXX	XXXX	
	Celexa 40mg Tablet	XXXX	XXXX	XXXX	
	Mirtazapine *odt* 15mg	XXXX	XXXX	XXXX	
	Fluoxetine 10mg Tab	XXXX	XXXX	XXXX	
	Carbatrol 300mg Capsule S	XXXX	XXXX	XXXX	
	Mediplast 40% Patches	XXXX	XXXX	XXXX	
	Benicar Hct 40-25mg Tablet	XXXX	XXXX	XXXX	
	Aciphex 20mg Tablet Ec	XXXX	XXXX	XXXX	
	Azathioprine 50mg Tablet	XXXX	XXXX	XXXX	
	Lorazepam 1mg Tablet	XXXX	XXXX	XXXX	
	Hydroc/apap 10/325 Tab	XXXX	XXXX	XXXX	
	Amoxicillin 875mg Tablet	XXXX	XXXX	XXXX	
	Lithium Er 450mg Tablet	XXXX	XXXX	XXXX	
	Tobramycin .3% Opl	XXXX	XXXX	XXXX	
	Lithium *er* 300mg Tab	XXXX	XXXX	XXXX	
	Glipizide Er 10mg Tablet	XXXX	XXXX	XXXX	
	Phenergan 12.5mg Tab	XXXX	XXXX	XXXX	
	Ketoconazole 200mg Tab	XXXX	XXXX	XXXX	
	Klor-con 10meq Tablet Sa	XXXX	XXXX	XXXX	
	Erythrocin St 250mg Tab	XXXX	XXXX	XXXX	
	Magnesium Oxide 400mg Tab	XXXX	XXXX	XXXX	
	Vitamin B12 500mcg Tablet	XXXX	XXXX	XXXX	John Smith, MD
	Vit B-12 100mcg Tab	XXXX	XXXX	XXXX	XXXX
Bill Thompson, MD	Zyprexa 10mg Tablet	XXXX	XXXX	XXXX	
	Lamictal 100mg Tablet	XXXX	XXXX	XXXX	
	Abilify 10mg Tablet	XXXX	XXXX	XXXX	
	Zyprexa 15mg Tablet	XXXX	XXXX	XXXX	
	Geodon 80mg Capsule	XXXX	XXXX	XXXX	
	Paxil Cr 25mg Tablet	XXXX	XXXX	XXXX	

	Lamictal 200mg Tablet	XXXX	XXXX	XXXX	
	Zyprexa 5mg Tablet	XXXX	XXXX	XXXX	
	Carbatrol 200mg Capsule	XXXX	XXXX	XXXX	
	Wellbutrin-sr 150mg Tab	XXXX	XXXX	XXXX	
	Serzone 200mg Tablet	XXXX	XXXX	XXXX	
	Lamictal 25mg Tablet	XXXX	XXXX	XXXX	Bill Thompson, MD
	Serzone 150mg Tablet	XXXX	XXXX	XXXX	XXXX
Dave Long, MD	Depakote *er* 500mg Tab	XXXX	XXXX	XXXX	
	Levaquin 250mg Tablet	XXXX	XXXX	XXXX	
	Trileptal 600mg Tablet	XXXX	XXXX	XXXX	
	Trileptal 150mg Tablet	XXXX	XXXX	XXXX	
	Trileptal 300mg Tablet	XXXX	XXXX	XXXX	
	Accupril 5mg Tablet	XXXX	XXXX	XXXX	
	Naproxen Sod 550mg Tab	XXXX	XXXX	XXXX	
	Ranitidine 75mg Tablet	XXXX	XXXX	XXXX	Dave Long, MD
	Erythrocin St 250mg Tab	XXXX	XXXX	XXXX	XXXX
Ed Elkin, MD	Methylin 10mg Tablet	XXXX	XXXX	XXXX	XXXX
Doctor	Printed Mars	XXXX	XXXX	XXXX	XXXX
				TOTAL:	XXXX
				% OF NET COST:	XXXX

**YOUR FACILITY
MOST EXPENSIVE PATIENT PROFILES
JULY 1, 2005 THRU JULY 31, 2005**

PATIENT NAME	MEDICATION	COST	TOTAL
SNYDER/BOB 011355	Viracept 250mg Tablet	XXX.XX	
	Combivir 150mg/300mg Tab	XXX.XX	
	Neurontin 600mg Tablet	XXX.XX	SNYDER/BOB 011355
	Paroxetine 40mg Tablet	XXX.XX	XXX.XX
FAIRMAN/MATT 021167	Abilify 10mg Tablet	XXX.XX	
	Wellbutrin-sr 150mg Tab	XXX.XX	
	Serzone 200mg Tablet	XXX.XX	
	Nefazodone 200mg Tablet	XXX.XX	
	Carbamazepine 200mg Tablet	XXX.XX	FAIRMAN/MATT 021167
	Levoxyl 175mcg Tablet	XXX.XX	XXX.XX
DAVIS/MICHAEL 031361	Neurontin 300mg Capsule	XXX.XX	
	Verapamil Sr 240mg Tab	XXX.XX	
	Naproxen 500mg Tablet	XXX.XX	DAVIS/MICHAEL 031361
	Hydroxyzine Pam 50mg Cap	XXX.XX	XXX.XX
MARSHALL/DON 100457	Asacol 400mg Tablet	XXX.XX	
	Wellbutrin-xl 300mg Tab	XXX.XX	
	Valtrex 500mg Caplet	XXX.XX	
	Wellbutrin-sr 150mg Tab	XXX.XX	
	Cyclobenzaprine 10mg Tablet	XXX.XX	
	Aciphex 20mg Tablet Ec	XXX.XX	
	Azathioprine 50mg Tablet	XXX.XX	
	Atenolol 50mg Tablet	XXX.XX	MARSHALL/DON 100457
	Prilosec 20mg Tab Otc	XXX.XX	XXX.XX
SMITH/JOE 051453	Lamictal 25mg Tablet	XXX.XX	
	Zyprexa 10mg Tablet	XXX.XX	
	Lamictal 100mg Tablet	XXX.XX	SMITH/JOE 051453
	Aspirin 81mg Tablet Ec	XXX.XX	XXX.XX
HELMAN/SARA 092062	Seroquel 300mg Tablet	XXX.XX	
	Seroquel 200mg Tablet	XXX.XX	
	Hydroxyzine*pam*25mg Cap	XXX.XX	
	Potassium Cl 10meq Cap Sa	XXX.XX	
	Loratadine 10mg Tablet	XXX.XX	
	Miconazole Nit 2% Cream	XXX.XX	HELMAN/SARA 092062
	Furosemide 40mg Tablet	XXX.XX	XXX.XX
DOE/JANE 081366	Lamictal 200mg Tablet	XXX.XX	
	Seroquel 300mg Tablet	XXX.XX	
	Seroquel 200mg Tablet	XXX.XX	DOE/JANE 081366
	Carbamazepine 200mg Tablet	XXX.XX	XXX.XX
WHITE/RICK 122381	Seroquel 200mg Tablet	XXX.XX	
	Seroquel 300mg Tablet	XXX.XX	
	Methimazole 10mg Tablet	XXX.XX	
	Seroquel 100mg Tablet	XXX.XX	
	Methimazole 5mg Tablet	XXX.XX	
	Propranolol 20mg Tablet	XXX.XX	WHITE/RICK 122381
	Propranolol 40mg Tablet	XXX.XX	XXX.XX
BLACK/KAREN 080169	Seroquel 300mg Tablet	XXX.XX	
	Seroquel 100mg Tablet	XXX.XX	
	Carbamazepine 200mg Tablet	XXX.XX	BLACK/KAREN 080169
	Doxycycline 100mg Capsule	XXX.XX	XXX.XX
JONES/MARY 072371	Seroquel 200mg Tablet	XXX.XX	
	Seroquel 300mg Tablet	XXX.XX	JONES/MARY 072371
	Carbamazepine 200mg Tablet	XXX.XX	XXX.XX
		TOTAL:	XXX.XX
		% OF NET COST:	XXX.XX

**YOUR FACILITY
MOST EXPENSIVE PATIENT PROFILES LESS HIV MEDICATIONS
JULY 1, 2005 THRU JULY 31, 2005**

PATIENT NAME	MEDICATION	COST	TOTAL	
FAIRMAN/MATT 021167	Abilify 10mg Tablet	XXX.XX		
	Wellbutrin-sr 150mg Tab	XXX.XX		
	Serzone 200mg Tablet	XXX.XX		
	Nefazodone 200mg Tablet	XXX.XX		
	Carbamazepine 200mg Tablet	XXX.XX	FAIRMAN/MATT 021167	
	Levoxyl 175mcg Tablet	XXX.XX	XXX.XX	
DAVIS/MICHAEL 031361	Neurontin 300mg Capsule	XXX.XX		
	Verapamil Sr 240mg Tab	XXX.XX		
	Naproxen 500mg Tablet	XXX.XX	DAVIS/MICHAEL 031361	
	Hydroxyzine Pam 50mg Cap	XXX.XX	XXX.XX	
MARSHALL/DON 100457	Asacol 400mg Tablet	XXX.XX		
	Wellbutrin-xl 300mg Tab	XXX.XX		
	Valtrex 500mg Caplet	XXX.XX		
	Wellbutrin-sr 150mg Tab	XXX.XX		
	Cyclobenzaprine 10mg Tablet	XXX.XX		
	Aciphex 20mg Tablet Ec	XXX.XX		
	Azathioprine 50mg Tablet	XXX.XX		
	Atenolol 50mg Tablet	XXX.XX	MARSHALL/DON 100457	
	Prilosec 20mg Tab Otc	XXX.XX	XXX.XX	
	SMITH/JOE 051453	Lamictal 25mg Tablet	XXX.XX	
		Zyprexa 10mg Tablet	XXX.XX	
Lamictal 100mg Tablet		XXX.XX	SMITH/JOE 051453	
Aspirin 81mg Tablet Ec		XXX.XX	XXX.XX	
HELMAN/SARA 092062	Seroquel 300mg Tablet	XXX.XX		
	Seroquel 200mg Tablet	XXX.XX		
	Hydroxyzine*pam*25mg Cap	XXX.XX		
	Potassium Cl 10meq Cap Sa	XXX.XX		
	Loratadine 10mg Tablet	XXX.XX		
	Miconazole Nit 2% Cream	XXX.XX	HELMAN/SARA 092062	
	Furosemide 40mg Tablet	XXX.XX	XXX.XX	
DOE/JANE 081366	Lamictal 200mg Tablet	XXX.XX		
	Seroquel 300mg Tablet	XXX.XX		
	Seroquel 200mg Tablet	XXX.XX	DOE/JANE 081366	
	Carbamazepine 200mg Tablet	XXX.XX	XXX.XX	
WHITE/RICK 122381	Seroquel 200mg Tablet	XXX.XX		
	Seroquel 300mg Tablet	XXX.XX		
	Methimazole 10mg Tablet	XXX.XX		
	Seroquel 100mg Tablet	XXX.XX		
	Methimazole 5mg Tablet	XXX.XX		
	Propranolol 20mg Tablet	XXX.XX	WHITE/RICK 122381	
	Propranolol 40mg Tablet	XXX.XX	XXX.XX	
BLACK/KAREN 080169	Seroquel 300mg Tablet	XXX.XX		
	Seroquel 100mg Tablet	XXX.XX		
	Carbamazepine 200mg Tablet	XXX.XX	BLACK/KAREN 080169	
	Doxycycline 100mg Capsule	XXX.XX	XXX.XX	
JONES/MARY 072371	Seroquel 200mg Tablet	XXX.XX		
	Seroquel 300mg Tablet	XXX.XX	JONES/MARY 072371	
	Carbamazepine 200mg Tablet	XXX.XX	XXX.XX	
BURNS/JASON 042580	Seroquel 200mg Tablet	XXX.XX		
	Carbamazepine 200mg Tablet	XXX.XX	BURNS/JASON 042580	
	Lithium Carb 300mg Cap	XXX.XX	XXX.XX	
		TOTAL:	XXX.XX	
		% OF NET COST:	XXX.XX	

YOUR FACILITY
MOST EXPENSIVE PATIENT PROFILES LESS PSYCHOTROPIC MEDICATIONS
JULY 1, 2005 THRU JULY 31, 2005

PATIENT NAME	MEDICATION	COST	TOTAL
SMITH/BOB 092569	Sustiva 600mg Tablet	XXX.XX	
	Valtrex 500mg Caplet	XXX.XX	
	Diflucan 200mg Tablet	XXX.XX	SMITH/BOB 092569
	Sulfatrim Ds Tablet	XXX.XX	XXX.XX
SNYDER/JANE 073057	Neurontin 600mg Tablet	XXX.XX	
	Accupril 40mg Tablet	XXX.XX	SNYDER/JANE 073057
	Atenolol 100mg Tablet	XXX.XX	XXX.XX
HELMAN/TOM 035214	Depakote *er* 500mg Tab	XXX.XX	XXX.XX
DAVIS/SAM 060750	Advair 100/50mcg Diskus	XXX.XX	
	Flonase .05% Nasal Spray	XXX.XX	DAVIS/SAM 060750
	Lisinopril 10mg Tablet	XXX.XX	XXX.XX
BLACK/JOHN 010381	Depakote *er* 500mg Tab	XXX.XX	
	Depakote 500mg Tab	XXX.XX	XXX.XX
DOE/SUZY 061182	Asacol 400mg Tablet	XXX.XX	
	Sod.Sulf/sulfur Tf Lot	XXX.XX	
	Metronidazole 250mg Tab	XXX.XX	DOE/SUZY 061182
	Prednisone 10mg Tablet	XXX.XX	XXX.XX
BURNS/ED 030243	Lisinopril 40mg Tablet	XXX.XX	
	Metformin 500mg Tablet	XXX.XX	
	Novolin N 100u/ml Vial	XXX.XX	BURNS/ED 030243
	Novolin R 100u/ml Vial	XXX.XX	XXX.XX
THOMPSON/SUE 040953	Neurontin 300mg Capsule	XXX.XX	XXX.XX
WILLIAMS/MELISSA 100859	Spironolactone 100mg Tab	XXX.XX	
	Ranitidine 75mg Tablet	XXX.XX	
	Furosemide 40mg Tablet	XXX.XX	
	Potassium Cl 10meq Cap Sa	XXX.XX	WILLIAMS/MELISSA 100859
	Magnesium Oxide 400mg Tab	XXX.XX	XXX.XX
H/STACEY 031676	Skelaxin 400mg Tablet	XXX.XX	
	Cyclobenzaprine 10mg Tablet	XXX.XX	
	Naproxen 500mg Tablet	XXX.XX	SMITH/STACEY 031676
	Docusate Sod 100mg Capsule	XXX.XX	XXX.XX
		TOTAL:	
	% OF NET COST:		XXX.XX

YOUR FACILITY
MOST EXPENSIVE PATIENT PROFILES LESS PSYCHOTROPIC AND HIV MEDICATIONS
JULY 1, 2005 THRU JULY 31, 2005

PATIENT NAME	MEDICATION	COST	TOTAL
SNYDER/JANE 073057	Neurontin 600mg Tablet	XXX.XX	
	Accupril 40mg Tablet	XXX.XX	SNYDER/JANE 073057
	Atenolol 100mg Tablet	XXX.XX	XXX.XX
HELMAN/TOM 035214	Depakote *er* 500mg Tab	XXX.XX	XXX.XX
DAVIS/SAM 060750	Advair 100/50mcg Diskus	XXX.XX	
	Flonase .05% Nasal Spray	XXX.XX	DAVIS/SAM 060750
	Lisinopril 10mg Tablet	XXX.XX	XXX.XX
BLACK/JOHN 010381	Depakote *er* 500mg Tab	XXX.XX	
	Depakote 500mg Tab	XXX.XX	XXX.XX
DOE/SUZY 061182	Asacol 400mg Tablet	XXX.XX	
	Sod.Sulf/sulfur Tf Lot	XXX.XX	
	Metronidazole 250mg Tab	XXX.XX	DOE/SUZY061182
	Prednisone 10mg Tablet	XXX.XX	XXX.XX
BURNS/ED 030243	Lisinopril 40mg Tablet	XXX.XX	
	Metformin 500mg Tablet	XXX.XX	
	Novolin N 100u/ml Vial	XXX.XX	BURNS/ED 030243
	Novolin R 100u/ml Vial	XXX.XX	XXX.XX
THOMPSON/SUE 040953	Neurontin 300mg Capsule	XXX.XX	XXX.XX
WILLIAMS/MELISSA 100859	Spironolactone 100mg Tab	XXX.XX	
	Ranitidine 75mg Tablet	XXX.XX	
	Furosemide 40mg Tablet	XXX.XX	
	Potassium Cl 10meq Cap Sa	XXX.XX	WILLIAMS/MELISSA 100859
	Magnesium Oxide 400mg Tab	XXX.XX	XXX.XX
SMITH/STACEY 031676	Skelaxin 400mg Tablet	XXX.XX	
	Cyclobenzaprine 10mg Tablet	XXX.XX	
	Naproxen 500mg Tablet	XXX.XX	SMITH/STACEY 031676
	Docusate Sod 100mg Capsule	XXX.XX	XXX.XX
S/CAROL 010253	Pancrease Mt 4 Capsule Ec	XXX.XX	
	Acyclovir 400mg Tablet	XXX.XX	XXX.XX
		TOTAL:	XXX.XX
		% OF NET COST:	XXX.XX

**YOUR FACILITY
TOP MEDICATIONS BY PRICE
JULY 1, 2005 THRU JULY 31, 2005**

	MEDICATION	DISPENSED				COST		
		# OF RXS	QUANTITY	MTHLY AVG	% CHANGE	PRICE	MTHLY AVG	% CHANGE
	Seroquel 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
2	Seroquel 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
3	Zyprexa 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
4	Zyprexa 5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
5	Seroquel 300mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
6	Seroquel 25mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
7	Depakote 500mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
8	Naproxen 500mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
9	Carbamazepine 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
10	Neurontin 300mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
11	Depakote *er* 500mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
12	Paroxetine 40mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
13	Viracept 250mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
14	Combivir 150mg/300mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
15	Zyprexa 20mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
16	Levaquin 250mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
17	Zyprexa 15mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
18	Lamictal 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
19	Lamictal 25mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
20	Abilify 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
21	Trileptal 600mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
22	Geodon 40mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
23	Diflucan 150mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
24	Asacol 400mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
25	Paxil Cr 25mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
26	Trileptal 300mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	Lexapro 20mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
28	Cyclobenzaprine 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
29	Wellbutrin-sr 150mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
30	Prilosec 20mg Tab Otc	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
31	Risperdal 4mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
32	Zyprexa 2.5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
33	Zyprexa Zydys 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
34	Celebrex 200mg Caps	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
35	Risperdal 3mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
36	Trazodone 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
37	Neurontin 600mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
38	Hydroxyzine*pam*25mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
39	Atenolol 50mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
40	Serzone 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
41	Depakote 250mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
42	Effexor-xr 75mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
43	Sustiva 600mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
44	Cipro 250mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
45	Valtrex 500mg Caplet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
46	Hydroxyzine Pam 50mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
47	Fluoxetine 20mg Caps	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
48	Lamictal 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
49	Trileptal 150mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
50	Amitriptyline 100mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	TOTALS:	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	% OF NET COST:					XXXX	XXXX	XXXX

**YOUR FACILITY
TOP MEDICATIONS BY QUANTITY
JULY 1, 2005 THRU JULY 31, 2005**

MEDICATION	DISPENSED				COST		
	# OF RXS	QUANTITY	MTHLY AVG	% CHANGE	PRICE	MTHLY AVG	% CHANGE
buprofen 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
Acetaminophen 325mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
3 Calc. Antac Assort Tabs	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
4 Carbamazepine 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
5 Citroma Laxative	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
6 Chlorpheniramine 4mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
7 Hydrocort 1% Cream Lb	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
8 Hydroxyzine*pam*25mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
9 Seroquel 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
10 Seroquel 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
11 Aspirin 325mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
12 Pseudoephedrine 30mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
13 Chlorhexidine 0.12% Rinse	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
14 Enulose 10gm/15ml Syrup	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
15 Seroquel 25mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
16 Naproxen 500mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
17 Hydroxyzine Pam 50mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
18 Hydrocodone/apap 5/500 Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
19 Depakote 500mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
20 Neurontin 300mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
21 Lithium Carb 300mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
22 Prilosec 20mg Tab Otc	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
23 Ranitidine 75mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
24 Trazodone 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
25 Cdp 25mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
26 Depakote *er* 500mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
Cyclobenzaprine 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
28 Asacol 400mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
29 Diphenhydramine 25mg Caps	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
30 Atenolol 50mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
31 Zyprexa 5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
32 Seroquel 300mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
33 Phenytoin 100mg Caps	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
34 Paroxetine 40mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
35 Zyprexa 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
36 Viracept 250mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
37 Carbamazepine*chew*100mg Tb	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
38 Trazodone 50mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
39 Depakote 250mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
40 Fluoxetine 20mg Caps	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
41 Amitriptyline 100mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
42 Prednisone 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
43 Propranolol 20mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
44 Trileptal 300mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
45 Trileptal 150mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
46 Doxycycline 100mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
47 Bupropion 75mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
48 Fluoxetine 10mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
49 Pancrease Mt 4 Capsule Ec	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
50 Wellbutrin-sr 150mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
TOTALS:	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
% OF NET COST:					XXXX	XXXX	XXXX

YOUR FACILITY
TOP NON-FORMULARY MEDICATIONS BY PRICE
JULY 1, 2005 THRU JULY 31, 2005

	MEDICATION	DISPENSED				COST		
		# OF RXS	QUANTITY	MTHLY AVG	% CHANGE	PRICE	MTHLY AVG	% CHANGE
1	Zyprexa 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
2	Zyprexa 5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
3	Depakote 500mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
4	Neurontin 300mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
5	Depakote *er* 500mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
6	Zyprexa 20mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
7	Levaquin 250mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
8	Zyprexa 15mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
9	Lamictal 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
10	Lamictal 25mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
11	Abilify 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
12	Trileptal 600mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
13	Geodon 40mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
14	Asacol 400mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
15	Paxil Cr 25mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
16	Trileptal 300mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
17	Wellbutrin-sr 150mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
18	Zyprexa 2.5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
19	Zyprexa Zydys 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
20	Celebrex 200mg Caps	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
21	Neurontin 600mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
22	Serzone 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
23	Depakote 250mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
24	Effexor-xr 75mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
25	Cipro 250mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
26	Valtrex 500mg Caplet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
27	Lamictal 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
28	Trileptal 150mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
29	Lisinopril 40mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
30	Wellbutrin-xl 300mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
31	Inderal La 120mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
32	Zoloft 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
33	Geodon 80mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
34	Benzamycin Gel	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
35	Wellbutrin-xl 150mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
36	Flonase .05% Nasal Spray	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
37	Paxil Cr 12.5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
38	Advair 100/50mcg Diskus	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
39	Lisinopril 20mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
40	Symbyax 6-25mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
41	Remeron 15mg Soltab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
42	Spirolactone 100mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
43	Enulose 10gm/15ml Syrup	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
44	Mirtazapine 30mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
45	Omeprazole 20mg Capsule Dr	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
46	Ranitidine 75mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
47	Carbatrol 200mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
48	Pancrease Mt 4 Capsule Ec	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
49	Nefazodone 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
50	Spectazole 1pc Cream	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	TOTALS:	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	% OF NET COST:				XXXX	XXXX	XXXX	XXXX

YOUR FACILITY
TOP NON-FORMULARY MEDICATIONS BY QUANTITY
JULY 1, 2005 THRU JULY 31, 2005

	MEDICATION	DISPENSED				COST		
		# OF RXS	QUANTITY	MTHLY AVG	% CHANGE	PRICE	MTHLY AVG	% CHANGE
	Enulose 10gm/15ml Syrup	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
2	Chlorhexidine 0.12% Rinse	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
3	Depakote 500mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
4	Neurontin 300mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
5	Ranitidine 75mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
6	Depakote *er* 500mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
7	Asacol 400mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
8	Zyprexa 5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
9	Zyprexa 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
10	Depakote 250mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
11	Trileptal 300mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
12	Trileptal 150mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
13	Pancrease Mt 4 Capsule Ec	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
14	Wellbutrin-sr 150mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
15	Lamictal 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
16	Lamictal 25mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
17	Carbatrol 200mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
18	Lisinopril 40mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
19	Serzone 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
20	Lisinopril 20mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
21	Paxil Cr 25mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
22	Trileptal 600mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
23	Acticin 5% Cream	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
24	Methylin 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
25	Neurontin 600mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
26	Geodon 40mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	Celebrex 200mg Caps	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
28	Erythrocin St 250mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
29	Methimazole 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
30	Methimazole 5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
31	Spirolactone 100mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
32	Inderal La 120mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
33	Spectazole 1pc Cream	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
34	Effexor-xr 75mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
35	Levaquin 250mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
36	Metrogel-vaginal .75%	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
37	Zoloft 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
38	Lamictal 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
39	Advair 100/50mcg Diskus	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
40	Magnesium Oxide 400mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
41	Nefazodone 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
42	Loratadine 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
43	Zyprexa 2.5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
44	Accupril 40mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
45	Toprol XI 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
46	Mephyton 5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
47	Valtrex 500mg Caplet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
48	Benzamycin Gel	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
49	Cipro 250mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
50	Abilify 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	TOTALS:	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	% OF NET COST:					XXXX	XXXX	XXXX

YOUR FACILITY
TOP PSYCHOTROPIC MEDICATIONS BY PRICE
JULY 1, 2005 THRU JULY 31, 2005

	MEDICATION	DISPENSED				COST		
		# OF RXS	QUANTITY	MTHLY AVG	% CHANGE	PRICE	MTHLY AVG	% CHANGE
1	Seroquel 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
2	Seroquel 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
3	Zyprexa 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
4	Zyprexa 5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
5	Seroquel 300mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
6	Seroquel 25mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
7	Paroxetine 40mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
8	Zyprexa 20mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
9	Zyprexa 15mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
10	Abilify 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
11	Geodon 40mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
12	Paxil Cr 25mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
13	Lexapro 20mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
14	Wellbutrin-sr 150mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
15	Risperdal 4mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
16	Zyprexa 2.5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
17	Zyprexa Zydys 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
18	Risperdal 3mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
19	Trazodone 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
20	Hydroxyzine*pam*25mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
21	Serzone 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
22	Effexor-xr 75mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
23	Hydroxyzine Pam 50mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
24	Fluoxetine 20mg Caps	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
25	Amitriptyline 100mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
26	Fluoxetine 10mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	Wellbutrin-xl 300mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
28	Zoloft 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
29	Geodon 80mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
30	Wellbutrin-xl 150mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
31	Paxil Cr 12.5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
32	Risperdal 2mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
33	Symbyax 6-25mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
34	Remeron 15mg Soltab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
35	Bupropion 75mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
36	Mirtazapine 30mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
37	Cdp 25mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
38	Paxil 40mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
39	Lithium Carb 300mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
40	Trazodone 50mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
41	Nortriptyline 75mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
42	Nefazodone 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
43	Celexa 20mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
44	Doxepin 100mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
45	Mirtazapine 15mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
46	Effexor 75mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
47	Wellbutrin-sr 100mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
48	Haloperidol 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
49	Bupropion 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
50	Methylin 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	TOTALS:	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	% OF NET COST:				XXXX	XXXX	XXXX	XXXX

YOUR FACILITY
TOP PSYCHOTROPIC MEDICATIONS BY QUANTITY
JULY 1, 2005 THRU JULY 31, 2005

	MEDICATION	DISPENSED				COST		
		# OF RXS	QUANTITY	MTHLY AVG	% CHANGE	PRICE	MTHLY AVG	% CHANGE
1	Hydroxyzine*pam*25mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
2	Seroquel 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
3	Seroquel 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
4	Seroquel 25mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
5	Hydroxyzine Pam 50mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
6	Lithium Carb 300mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
7	Trazodone 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
8	Cdp 25mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
9	Diphenhydramine 25mg Caps	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
10	Zyprexa 5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
11	Seroquel 300mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
12	Paroxetine 40mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
13	Zyprexa 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
14	Trazodone 50mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
15	Fluoxetine 20mg Caps	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
16	Amitriptyline 100mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
17	Fluoxetine 10mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
18	Bupropion 75mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
19	Wellbutrin-sr 150mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
20	Lexapro 20mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
21	Serzone 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
22	Paxil Cr 25mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
23	Methylin 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
24	Amitriptyline 25mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
25	Geodon 40mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
26	Doxepin 100mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	Doxepin 25mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
28	Amitriptyline 50mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
29	Effexor-xr 75mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
30	Chlorpromazine 25mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
31	Bupropion 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
32	Zoloft 100mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
33	Chlorpromazine 50mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
34	Nefazodone 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
35	Zyprexa 2.5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
36	Mirtazapine 30mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
37	Nortriptyline 75mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
38	Paxil Cr 12.5mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
39	Haloperidol 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
40	Abilify 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
41	Benzotropine Mes 1mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
42	Amitriptyline 75mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
43	Remeron 15mg Soltab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
44	Risperdal 3mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
45	Thiothixene 10mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
46	Wellbutrin-xl 150mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
47	Wellbutrin-xl 300mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
48	Zyprexa 15mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
49	Risperdal 4mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
50	Zyprexa 20mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	TOTALS:	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	% OF NET COST:					XXXX	XXXX	XXXX

**YOUR FACILITY
TOP CONTROLLED MEDICATIONS BY QUANTITY
JULY 1, 2005 THRU JULY 31, 2005**

MEDICATION	DISPENSED				COST		
	# OF RXS	QUANTITY	MTHLY AVG	% CHANGE	PRICE	MTHLY AVG	% CHANGE
Hydrocodone/apap 5/500 Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
2 Cdp 25mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
3 Methylin 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
4 Lorazepam 1mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
5 I.D.A. Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
6 Hydroc/apap 10/325 Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
7 Clonazepam 1mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
TOTALS:	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
% OF NET COST:					XXXX	XXXX	XXXX

**YOUR FACILITY
TOP OTC MEDICATIONS BY PRICE
JULY 1, 2005 THRU JULY 31, 2005**

MEDICATION	DISPENSED				COST		
	# OF RXS	QUANTITY	MTHLY AVG	% CHANGE	PRICE	MTHLY AVG	% CHANGE
Prilosec 20mg Tab Otc	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
Ibuprofen 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
3 Hydrocort 1% Cream Lb	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
4 Ranitidine 75mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
5 Calc. Antac Assort Tabs	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
6 Humalog 100u/ml Vial	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
7 Novolin R 100u/ml Vial	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
8 Lantus (insulin Glargine)	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
9 Loratadine 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
10 Pseudoephedrine 30mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
11 Novolin N 100u/ml Vial	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
12 Acetaminophen 325mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
13 Quinine Sulfate 325mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
14 Mediplast 40% Patches	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
15 Chlorpheniramine 4mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
16 Aspirin 325mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
17 Diphenhydramine 25mg Caps	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
18 Citroma Laxative	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
19 Miconazole Nit 2% Cream	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
20 Hemorrhoidal Suppository	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
21 Magnesium Oxide 400mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
22 Docusate Sod 100mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
23 Vitamin E 400iu Nat Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
24 Carbamide Perx 6.5% Otic	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
25 Childrens Aspirin Chew Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
26 Multi Vit Formula	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
Vitamin B12 500mcg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
28 Aspirin 81mg Tablet Ec	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
29 Vit B-12 100mcg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
30 Vitamin B-6 50mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
TOTALS:	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
% OF NET COST:					XXXX	XXXX	XXXX

**YOUR FACILITY
TOP OTC MEDICATIONS BY QUANTITY
JULY 1, 2005 THRU JULY 31, 2005**

	MEDICATION	DISPENSED				COST		
		# OF RXS	QUANTITY	MTHLY AVG	% CHANGE	PRICE	MTHLY AVG	% CHANGE
	Ibuprofen 200mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
2	Acetaminophen 325mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
3	Calc. Antac Assort Tabs	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
4	Citroma Laxative	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
5	Chlorpheniramine 4mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
6	Hydrocort 1% Cream Lb	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
7	Aspirin 325mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
8	Pseudoephedrine 30mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
9	Prilosec 20mg Tab Otc	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
10	Ranitidine 75mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
11	Diphenhydramine 25mg Caps	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
12	Docusate Sod 100mg Capsule	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
13	Multi Vit Formula	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
14	Magnesium Oxide 400mg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
15	Vitamin E 400iu Nat Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
16	Childrens Aspirin Chew Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
17	Loratadine 10mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
18	Aspirin 81mg Tablet Ec	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
19	Quinine Sulfate 325mg Cap	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
20	Vitamin B12 500mcg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
21	Miconazole Nit 2% Cream	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
22	Mediplast 40% Patches	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
23	Hemorrhoidal Suppository	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
24	Novolin R 100u/ml Vial	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
25	Carbamide Perx 6.5% Otic	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
26	Vit B-12 100mcg Tab	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	Vitamin B-6 50mg Tablet	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
28	Novolin N 100u/ml Vial	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
29	Lantus (insulin Glargine)	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
30	Humalog 100u/ml Vial	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	TOTALS:	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
	% OF NET COST:					XXXX	XXXX	XXXX



EXHIBIT L



Drugs That Should Not Be Crushed or Chewed

A	Carbatrol Cardene SR Cardizem CD Cardizem LA Carox Plus Cartia XT Catemine Cemill 1000 Cemill 500 Certuss-D Cevi-Bid Chlorex-A Chlor-Phen Chlor-Trimeton Allergy Chlor-Trimeton Allegery Cipro XR Clorfed Coldamine Coldec D Coldex TR Coldex-A Coldmist D3 Covera-HS Crantex ER Crantex LA Creon 10 Creon 20 Creon 5 Cymbalta Cypex-LA	D Dacex-PE DairyCare Dallergy Dallergy-Jr D-Amine-SR Deconamine SR Deconex Decongext II De-Congestine Deconsal II Depakote Depakote ER Depakote Sprinkles Despec SR Detrol LA Dex GG TR Dexaphen SA Dexcon-PE Dexedrine Spansules D-Feda II Diabetes Trio Diamox Sequels Dilacor XR Dilantin Kapseals Dilatrate-Sr Dilt-CD Diltia XT Dilt-XR Dimetane Extentabs Disophril Chronotab Ditropan XL Donnatal Extentabs Doryx Drexophed SR Drihist SR	E Easprin EC-Naprosyn Ecotrin Ecotrin Adult Low Strength Ecotrin Maximum Strength Ecoirin Ed-A-Hist Elixor-XR Etidac 24 Chlorpheniramine Etidac 24 Pseudoephedrine Endal Enab-DM Enterocote Entex ER Entex LA Entex PSE Entocort EC Eryc Ery-Tab Eskalith-CR Extendryl Jr Extendryl SR Extress-30 Extuss LA	F Feen-A-Mint Femilax Fero-Folic 500 Ferro-Grad-500 Ferro-Sequels Ferro-Time Ferrous Fumerate DS Fetrin Flagyl ER Fleet Bisacodyl Folitab 500 Fortamet Fumatonic	G G/P 1200/75 Genacote Gentlax	GFN 1000/DM 50 GFN 1200/DM 20/PE 40 GFN 1200/DM 60/PSE 60 GFN 1200/Phenylephrine 40 GFN 1200/PSE 50 GFN 500/DM 30 GFN 550/PSE 60 GFN 550/PSE 60/DM 30 GFN 595/PSE 48 GFN 595/PSE 48/DM 32 GFN 795/PSE 85 GFN 800/DM 30 GFN 800/PE 25 GFN 800/PSE 60 Giltuss TR Giltuss TR Glucophage XR Glucotrol XL GP-1200 Guaifed Guaifed-PD Guaifenex DM Guaifenex G Guaifenex GP Guaifenex LA Guaifenex PSE 120 Guaifenex PSE 60 Guaifenex PSE 80 Guaifenex-Rx Guaifenex-Rx DM Guaimax-D Gua-SR Gua-D Guaidex D Guaidex PD Guaidrine DM Guaidrine G-1200 Guaidrine GP Guaidrine PSE H 9600 SR	H Halfprin Hematron-AF Hemax Histade Histade MX Hista-Vent DA Hista-Vent PSE Histex CT Histex I/E Histex SR Humavent LA Humabid DM Humabid LA Hydro Pro DM SR Hyoscyamine TR	I Iberet-500 Iberet-Folic-500 Icar-C Plus SR Imdur Inderal LA Indocin SR Innopran XL Iobid Dm Ionamin	J Isosal II Iotex PSE Isochron Isopor Isoptin SR	K K-10 K-8 Kadian Kaon-CL 10 K-Dur 10 K-Dur 20 Klor-Con 10 Klor-Con 8 Klor-Con M10 Klor-Con M15 Klor-Con M20 Klotrix Kronofed-A Kronofed-A-Jr K-Tab	L Lescol XL Levall G Levbid Levsinex Lexxel Lipram 4500 Lipram-CR10 Lipram-CR5 Lipram-PN10 Lipram-PN16 Lipram-UL12 Lipram-UL18 Lipram-UL20 Liquibid-D Liquibid-D 1200 Liquibid-PD Lithobid Lodine XL Lodrane 12 Hour Lodrane 12D Lodrane LD Lohist-12 Lohist-12D Lusonex	M Mag Delay Mag64 Mag-SR Mag-SR Plus Calc Mag-Tab SR Maxifed Maxifed DM Maxifed DMX Maxifed-G Maxovite Medent DM Medent LD Mega-C Melfiat Menopause Trio Mescolor Mestinon Timespan Metadate CD
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Drugs That Should Not Be Crushed or Chewed

Metadate ER
Methylin ER
Micro-K
Micro-K 10
Mild-C
Mindal
Mindal DM
Mintab C
Mintab D
Mintab DM
Miraphen PSE
Modane
MS Contin
MSP-BLU
Mucinex
Muco-Fen DM
Multi-Ferrous Folic
Multitret Folic-500
Myfortic

N

Nacon
Nalex-A
Naprelan
Nasatab LA
Nasex
Nd Clear
Nescon-PD
New Ami-Tex LA
Nexium
Niaspan
Nicomide
Nifediac CC
Nidedical XL
Nitrocot
Nitro-Time
Norflex
Norpace CR

O

Omnihist LA
Oramorph SR
Oruvail
Oxycontin

P

Palgic-D
Pancrease
Pancrease MT 10
Pancrease MT 16
Pancrease MT 20
Pancrecarb MS-4
Pancrecarb MS-8
Pangestyme CN-10
Pangestyme CN-20
Pangestyme EC
Pangestyme MT16
Pangestyme UL12
Pangestyme UL18
Pangestyme UL20
Panmist DM
Panmist Jr
Panmist LA
Pannaz
Papacon
Para-Time SR
Paser
Pavacot

Paxil CR
Pce Dispertab
PCM Allergy
PCM LA
Pendex
Pentasa
Pentopak
Pentoxil
Pharmadrine
Phenabid DM
Phenavent
Phenavent D
Phenavent LA
Phenavent Ped
Phendiet-105
Phenyleph 20/CM 8/
Methscoop 2.5 LA

Phenytek
Plendil
Poly Hist Forte
Poly-Vent
Poly-Vent Jr
Prehist D
Prelu 2
Prevacid
Prilosec
Prilosec OTC
Procambid
Procardia XL
Profen Forte
Profen Forte DM
Profen II DM
Prolex PD
Prolex D
Pronestyl-SR
Prosed EC
Proset-D
Protid
Protonix
Prozac Weekly
Pseubrom
Pseubrom-PD
Pseudo CM TR
Pseudo GG TR
Pseudocot-C
Pseudocot-G
Pseudovent
Pseudovent 400
Pseudovent DM
Pseudovent Ped
P-Tuss DM

Q

Q-Bid DM
Qdall
Quadra-Hist D
Quadra-Hist D Ped
Quibron-T/SR
Quindal

R

Reliable Gentle Laxative
Rescon Jr
Rescon MX
Respa 1St
Respa AR
Respa DM
Respahist

Respaire 120 SR
Respaire 60 SR
Respa-PE
Rhinabid PD
Rhinakon A
Ribo-2
Ritalin LA
Ritalin SR
Rodex Forte
Rondec TR
Ru-Tuss 800
Ru-Tuss 800 DM
Ru-Tuss Jr
Rythmol SR

S

Sam-E
Sinemet CR
Sinutuss DM
Sinuvent PE
Slo-Niacin
Slow FE
Slow FE with Folic Acid
Slow Mag
Spacol T/S
St. Joseph Pain Reliever
Sta-D
Stahist
Stamoist E
Sudafed 12 Hour
Sudafed 24 Hour
Sudal 60/500
Sudal DM
Sudal SR
Sular
Sulfazine EO
Symax-SR

T

Tarka
Taztia XT
Tegretol XR
Tenuate Dospan
Theo 24
Theocap
Theochron
Theo-Time
Thiamilate
Tiazac
Time-Hist
Toprol XL
Totalday
Touro Allergy
Touro CC
Touro CC-LD
Touro DM
Touro HC
Touro LA
Touro LA-LD
Tranxene-SD
Trental
Trikof-D
Trinalin Repetabs
Trituss-ER
Tussafed-LA
Tussall-ER
Tussi-Bid
Tussitab

Tylenol Arthritis

U

Ultrabrom
Ultrabrom PD
Ultrase
Ultrase MT12
Ultrase MT18
Ultrase MT20
Uniphyt
Uni-Tex
Urimax
Urocit-K 10
Urocit-K 5
Uroatral
Utira

V

V-Dec-M
Verocolate
Verelan
Verelan PM
Verascaps
Videx EC
Vitamin C/ Rose Hips
Vivotif Berna
Voltaren
Voltaren-XR
Vospire ER

W

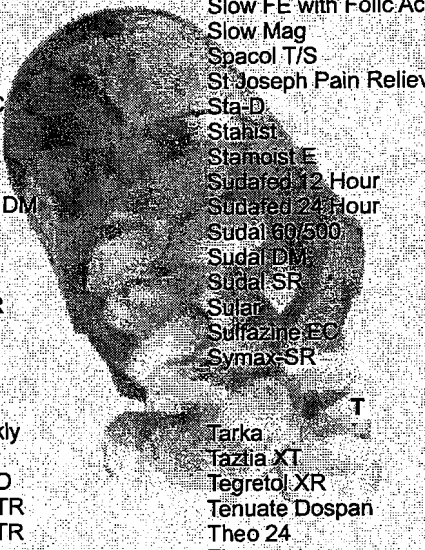
WE Mist II LA
WE Mist LA
Wellbid-D
Wellbid-D 1200
Wellbutrin SR
Wellbutrin XL
Wobenzym N

X

Xanax XR
Xiral
Xpect-AT

Z

Zapotec PSE
Z-Cof LA
Zephrex LA
Zorprin
Zyban
Zymase
Zyrtec-D





Diamond Pharmacy Services
 645 Kollar Drive, Commerce Park, Indiana, PA 15701
 Phone: 724.349.1111 1.800.832.6337
 Fax: 833.264.3764

Commonly Used Abbreviations in Medication & Treatment Orders

Abbreviation	Meaning	Abbreviation	Meaning	Abbreviation	Meaning
a	before	gtt	drop	q	after
aa	of each	h. or hr.	hour	q.c.	after meals
a.c.	before meals	h.s.	at bedtime	p.m.	afternoon, evening
a.d.	right ear	H ₂ O	water	p.o.	by mouth
ad lib.	at pleasure, freely	IM	intramuscular	pr	rectally
a.m.	morning	inj.	injection	prn	when required
amp.	ampule	IV	intravenous	q.i.d.	four times a day
a.s.	left ear	IVP	intravenous push	R	rectal
b.i.	both ears	IVPB	intravenous piggy back	RFA	right forearm
b.i.d.	twice a day	LE	lower extremities	R/L	Right's Lactate
B/L	bilateral	LFA	left forearm	RLE	right lower extremity
per ¯	with	LLE	left lower extremity	s or ¯	without
cap	capsule	LOTA	leave open to air	sol	solution
cc	cubic centimeter/ milliliter	mg. or mg	milligram	stat.	immediately
disc or D.C.	discontinue	mEq	milliequivalent	subq. SQ or s.c.	subcutaneously
disp	dispense	mg. or mg	milligram	sup.	suppository
div	divide	ml	milliliter	susp.	suspension
DRE	dry sterile dressing	R & W	nausea and vomiting	syn	synip
DSC	dressing	non rep	do not repeat	tab.	tablet
DW	distilled water	NPO	nothing by mouth	tabp.	tablets per day
D5W	Dextrose 5% in water	NS or N.S.S	normal saline	t.i.d.	three times a day
Dx.	diagnosis	½ NS	half strength normal saline	tr.	trochide
elix.	Elxir	e.o.	right eye	usp.	usp.
f. or fl.	fluid	e.s.	left eye	tx	treatment
gr	gram	ou.	both eyes	ung	Ointment



Diamond Pharmacy Services
645 Kolter Drive, Commerce Park, Indiana, PA 15701
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Fax: 888.284.3734

Abbreviations NOT to be Used

JCAHO Required		Company Required	
Abbreviation	Intended Meaning	Abbreviation	Intended Meaning
IU	International Units	ug	microgram
q.d. or QD	every day	ss	½ (one half)
q.o.d. or QOD	every other day	IN	intranasal
U or u	units	BT	bedtime
MgSO ₄	Magnesium Sulfate	Per os	by mouth
MS or MSO ₄	Morphine Sulfate		

Do not use a trailing zero after the decimal point. (1.0mg)

Do use a leading zero before the decimal point when needed. (0.5mg)

First Aid for Poisoning



Diamond Pharmacy Services
 645 Kolter Drive. Commerce Park.
 Indiana, PA 15701
 Phone: 724.349.1111 1.800.882.6337
 Fax: 888.284.3784

Common Substance and Possible Symptoms of an Overdose

The following list is designed to make you aware of the potentially toxic substances in the environment. Always contact assistance immediately after a poison encounter. NEVER wait until symptoms appear.

Medicines	
Acetaminophen	sweating, nausea
Amphetamines	hyperactivity, agitation, convulsions
Antibiotics	Reactions such as swelling, skin eruptions, difficulty breathing and shock
Anticonvulsants	coma
Antidepressants	coma, convulsions, hallucinations, heart irregularities
Antidiarrheals (prescriptions)	coma
Antihistamines	hallucinations, agitation, convulsions, coma, fever, depression
Aspirin	fast breathing, ringing in the ears, shock, sweating, fever, convulsions
Camphor	convulsions, excitement, coma, felling of warmth
Cold Preparations	hyperactivity, convulsions, coma
Iron (including vitamins with iron)	bloody vomiting and diarrhea, shock, coma
Oil of Wintergreen	fast breathing, ringing in the ears, shock, sweating, fever, convulsions
Propoxyphene	coma, convulsions
Sleeping pills	coma, convulsions, respiratory depression
Tranquilizers	coma, convulsions, respiratory depression
Urine Test Tablets	chemical burns inside mouth, throat and esophagus

Cleaning Products

Ammonia, bleach, dishwasher soap, disinfectants, drain cleaners, toilet bowl cleaners	irritation or chemical burns in the mouth and esophagus
Bleach mixed with other cleaners	burning, irritation, coughing
Furniture polish	coughing, sleepiness
Laundry detergents and soaps	vomiting and/or diarrhea

Always keep on hand:

- syrup of ipecac which induces vomiting
- activated charcoal to bind the poison
- Epsom salts which acts as a laxative

Do not use unless instructed to do so by the poison center or your doctor. Follow their directions for use.

For more information, please contact your pharmacist.

Personal Products

Nail polish remover	irritation and dryness inside mouth and esophagus
Perfume, after shave, mouthwash, rubbing alcohol	loss of coordination, depression, coma, convulsions
Shampoo, soap, lotions	vomiting and/or diarrhea

Garage & Garden Products

Acids, adhesives	chemical burns
Antifreeze	coma, blindness, convulsions, drunkenness
Gasoline, kerosene, turpentine, paint thinners, solvents, degreasers, charcoal, lighter fluid	coughing, coma, burning irritation
Insecticides	headache, increased body secretions, vomiting, diarrhea, convulsions
Strychnine	convulsions

Plants

There are thousands of poisonous plants. The poison center should always be called if any plant is ingested. Always call the poison center if it is thought a mushroom may have been eaten. Symptoms may vary and may be delayed.

Counter Doses for the Home

TYPE OF POISONING	WHAT TO DO
Inhaled Poisons	Immediately carry or drag the person to fresh air and give mouth-to-mouth resuscitation if necessary. Ventilate the area and call the poison center or doctor.
Swallowed Poisons	If the person is awake and able to swallow, give milk or water only. Then call the poison center or doctor. Caution: Antidote labels on products and charts may be out of date or incorrect. DO NOT give salt, vinegar or citrus fruit juices.
Poisons in the Eye	Flood the eye with lukewarm (never hot) water. Pour the water from a pitcher held 3-4 inches from the eye for 15 minutes. Call the poison center or doctor.
Poisons on the Skin	Remove any affected clothing. Flood involved parts with water, and wash well with soap and water and rinse. Call the poison center or doctor.
Unknown Poisons	Call the poison center or doctor immediately.



DIAMOND
PHARMACY SERVICES

**HEALTHCARE
VIDEO LOAN
PROGRAM**

UPDATED JULY 2005





HEALTHCARE VIDEO LOAN PROGRAM

Attached is a listing of the healthcare videos available through Diamond Pharmacy Services. All tapes are available to borrow at no cost to your facility. To request videos, fax the enclosed "video request form" to your Diamond Representative, or phone them. Videos will be sent with your next pharmacy/medical supply order. As we try to make these videos available to all of our facilities, our policy is to limit videos to three titles at a time, for a maximum of a two week period. If you need additional time to view the videos, you may call and let us know. If a video is temporarily unavailable due to other sign outs, you will be notified of the delay. When you are finished viewing, you are to ship the video back to Diamond.

Thanks for your cooperation. We hope these videos are helpful in educating you, your staff, and/or residents.



VIDEO REQUEST FORM

FACILITY: _____

ADDRESS: _____

CONTACT: _____

DATE: _____

I would like to borrow the following title(s) from Diamond's Healthcare Video Library. I understand there is no cost to borrow these videos. I also agree to rewind and return the videos to Diamond within two weeks unless special arrangements have been made. I understand I can borrow up to three titles at one time.

VIDEO TITLE	DIAMOND CODE
_____	_____
_____	_____
_____	_____

**PLEASE FAX THIS FORM TO THE VIDEO LIBRARY REPRESENTATIVE AT
1.866.367.3707
OR PHONE THEM AT 724.349.1111 OR 1.800.882.6337 x1100**

Diamond Pharmacy Services

VIDEO LIBRARY

AIMS

- AIM – 01 Abnormal Involuntary Movement Scale
- AIM – 02 Movement Disorders
- AIM – 03 Drug Induced Movement Disorders

ASTHMA

- ASTH-01 Asthma Control
- ASTH-02 Managing Your Asthma
- ASTH-03 Early and Late Phase Asthma
- ASTH-04 Exercise Induced Asthma – Unleashing the Potential
- ASTH-05 How to Use A Nebulizer with Unit-Dose Solution
- ASTH-06 How to use your Metered Dose Inhaler
- ASTH-07 Inhalation Techniques & Inhaler Maintenance
- ASTH -08 How to Use the Plumo-Aide Compressor/Nebulizer

Alzheimer's

- ALZ - 01 Alzheimer's Disease
- ALZ - 02 Alzheimer's Disease – A Wilderness Explored
- ALZ - 03 Communicating the Impact of Alzheimer's Disease to Patients & Caregivers
*3 Part Series – Successful Management of Alzheimer's Disease in the Long –
Term Care Arena
- *ALZ – 04 1. Recognizing Dementia in Long Term Care
- *ALZ – 05 2. Nonpharmacologic & Pharmacologic Solutions to Managing Difficult
Alzheimer's Disease Behaviors
- *ALZ – 06 3. Importance of Early & Persistent Cholinesterase
Inhibitor Treatment

Cardiovascular

- CARD-01 Surviving High Cholesterol
- CARD-02 Tips for Reaching Your Cholesterol Goal
- CARD-03 Angina & Silent Ischemia
- CARD-04 Silent Myocardial Ischemia
- CARD-05 Ventricular Arrhythmias/CHF
- CARD-06 Arterial Fibrillation
- CARD-07 Heart Sounds
- CARD-08 Living with Angina

Continance Management

- CONT-01 Incontinence a Healthcare Challenge
- CONT-02 Managing Diarrhea & Fecal Incontinence 16:50
- CONT-03 Leg Bags for Managing Urinary Incontinence 12:35
- CONT-04 Managing Your Urostomy 37:00
- CONT-05 Managing your Ileostomy 36:20
- CONT-06 Ostomy – Active Life

CONT-07 Video Guide to Intermittent Self-Catherization for Adults
CONT-08 Managing your Ostomy with Active Life One Piece Drainable Custom Patch Also
Active Life Convex One Piece Drainable Pouch.

Confidentiality

CONF-01 Confidentiality
CONF – 02 Confidentiality: The HIPAA Privacy Rule 25:30

Diabetes

DIAB-01 You Have the Power
DIAB-02 Diabetes and You
DIAB-03 Don't be Blind to Diabetes
DIAB-04 Living with Diabetes: Insights on Management
DIAB-05 It's your Life
DIAB-06 Understanding Insulin

Dysphagia

DYSP-01 Dysphagia: An Obstacle to Good Health
DYSP-02 Clinical Dilemmas – Dysphagia 25:00

Hepatitis B

HB-01 Hepatitis B – Reducing the Risk
HB-02 Engerix B – Reducing the Risk
HB-03 The Hidden Danger: Hepatitis B
HB-04 The Secret Epidemic
HB-05 Hidden Dangers – The Healthcare Worker
HB – 06 A Video Guide to Living with Chronic Hepatitis B & C * Moving Forward
HB – 07 Taking Control of Your Therapy (Peg-Intron & Intron-A)

HIV

HIV-01 Understanding the Disease
HIV-02 Living Well With HIV Tape: 1
HIV-03 Fighting Back: Understanding the HIV Lifecycle Tape:2
HIV-04 HIV Positive, Get Tested
HIV-05 HIV Treatment Issues
HIV-06 Adherence to HIV Therapy
HIV-07 Making the Choice: Antiretroviral 101 & Therapy for Life Tape 3
HIV-08 Staying the Course: Staying on Antiretroviral Therapy Once You Have Started
Tape:4
HIV-09 Taking Charge Tape: 5
HIV-10 HIV and the Healthcare Worker
HIV-11 A New Therapy for HIV Disease
HIV-12 Get Tested, Get Treated, Get Smart about HIV and AIDS
HIV-13 Good Nutrition for People with HIV/AIDS
HIV-14 PCP/AIDS Pneumonia

Infection Control

INFE-01	Anti-Microbial Resistance: Understanding Therapeutic Choices
INFE-02	Blood borne Pathogens: Work Environment Version 11:00
INFE-03	Blood borne Pathogens: Public Safety Version
INFE-04	Blood borne Pathogens: Prison Version 9:40
INFE-05	Serious Blood borne Infection: Correctional Workers 15:20
INFE-06	Nursing Home Video Pack-Managing Infections in Nursing Home Environment
INFE-07	Tuberculin Skin Testing
INFE-08	Tuberculosis: Return of an Ancient Killer
INFE-10	Vancomycin Resistant Enterococci (VRE)
INFE – 11	Universal Precautions: A Basic Approach
INFE – 12	Making Sense of Standard Precautions

Intravenous Therapy

INTR-01	PerQ Cath PICC
INTR-02	Groshong PICC
INTR-03	Midline (Groshong & Per Q Catheters)
INTR-04	Risk Reduction in IV Therapy 24:00
INTR-05	Risk Reduction in IV Therapy. Reducing the Risk of Central Venous Catheter-Related Complications in the Home Care Environment 17:00
INTR-06	Central Venous Catheter Complications -3 part series
INTR-07	Management of Thrombotic Occlusion in Central Venous Access Devices with CD-ROM
INTR-08	Central Venous Catheters Infection Complications & Prevention Measures 24:36
INTR-09	Practical Approach to Venous Catheter Occlusions
INTR-10	Patient Controlled Analgesia (PCA) 6:00
INTR-11	Baxter PCA Patient Video 5:30
INTR-12	Baxter PCA Patient Education Video 7:37
INTR-13	PCA Infuser System Video In-service 21:00
INTR-14	Basic Insertion: PICC Excellence
INTR-15	IV Therapy Problems

Intravenous Products In-services

IVPRO-01	Mini Bags Plus Video In-service 5:58
IVPRO-02	Interlink IV Access System Video In-service 13:28
IVPRO-03	Insyte Autoguard: Suggested Techniques for Use 8:36
IVPRO-04	Protectiv IV Catheter Safety System 10:40
IVPRO-05	Protectiv IV Catheter Safety System Product Training CD
IVPRO-06	Flogard 6201 Volumetric Infusion Pump
IVPRO – 07	Monoject Insulin Safety Syringe Inservice
IVPRO – 08	Monoject Magellan Safety Syringe Inservice

Nursing Skills

NURS-01	Medicating the Elderly Patient
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NURS-02	Principles of Medication Administration
NURS-03	Medication Pass
NURS-04	Jobst/Measuring & Fitting
NURS-05	How to Give Yourself a Subcutaneous Injection
NURS-06	Subcutaneous Injections – A Guide to Correct Technique
NURS-07	Subcutaneous Injections – A Patient Guide to Correct Technique
NURS-08	Restorative Nursing
NURS-09	Stress: Coping and Conquering
NURS-10	Handling Everyday Stress
NURS-11	Emergency Airway Problems
NURS-12	Save Your Back
NURS-13	Lifting and Transferring
NURS-14	Fluids and Electrolytes
NURS-15	Reading EKG's
NURS-16	Basics of Cardiac Auscultation
NURS-17	Complications of Enteral Feedings
NURS-18	Adult Physical Assessment
NURS-19	Comprehensive Health History
NURS – 20	Nursing Management of Enteral Feedings
NURS – 21	The Basics of Safe Lifting 20:30
NURS – 22	Understanding & Preventing Client Abuse & Neglect 24:30

Osteoporosis

OSTE-01	Osteoporosis: A Preventable Tragedy
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Pain Management

PAIN-01	Recognizing & Assessing Pain in the Long-Term Care Resident
PAIN-02	Pain: Oral OTC Analgesics
PAIN-03	Chronic Pain in Geriatrics: Assessment
PAIN-04	Pain Management 32:00
PAIN-05	Pain Management Across the Continuum of Care: The Patients Experience

Pulmonary

PULM-01	Exam of Lungs & Thorax
PLUM-02	Optimal Suctioning Techniques for Respiratory 12:00
PLUM-03	Suctioning: Decreasing the Infection Risk

Psychosocial

PSYC-01	Neurologic Deficits
PSYC-02	Caring for a Loved One with Dementia 45:00
PSYC-03	Managing & Treating Dementia Patients 45:00
PSYC-04	New Management & Treatment Options for the Aggressive Dementia Patient in the Long-Term Care Setting 45:00
PSYC-05	Bipolar Depression: Short & Long term Aims for a Frequently Missed Target

PSYC-06	Dark Glasses & Kaleidoscopes: Living with Manic Depression (Bipolar Disorder) 33:00
PSYC-07	A Beginning of Hope for Patients with Bipolar Mania
PSYC-08	Practical Issues of Compliance in Anti-Depression Therapy
PSYC-09	Anti Depressants: Science Meets Experience in Improving Patient Outcomes
PSYC-10	Child, Adolescent & Young Adult Syndromes: Which Clinical Dimensions do Atypical Antipsychotics Treat
PSYC-11	Understanding Social Anxiety Disorder
PSYC-12	Can Early Intervention Affect Long-Term Outcomes in Schizophrenia?
PSYC-13	Treating the Domains of Schizophrenia with Atypical Antipsychotics
PSYC-14	Providing a Safe & Rapid Response for the Agitated Patient: Novel Approaches for Acute Treatment
PSYC-15	Working with Depressed Patients 11:36
PSYC-16	Antipsychotic Meds: Geriatric Care
PSYC-17	Quality Indicators in the Management of Depression in Long-Term Care
PSYC-18	A Guide to Prevention, Recognition & Treatment in the Era of Atypical Antipsychotics 38:00
PSYC-19	The Quality Improvement Process 40:00
PSYC-20	Wellbutrin Antidepressant Therapy
PSYC-21	The Role of Mood Stabilizers in Treating Agitation 29:08
PSYC-22	Navigating Cost Efficacy and Outcomes of Newer Antipsychotics
PSYC – 23	Optimal Dosing Strategies in the Treatment of Bipolar Disorder: From Monotherapy to Combination Therapy
PSYC – 24	Emerging Data & Cost Implications: Maximizing Synergies Between Mood Stabilizers & Atypical Antipsychotics
PSYC – 25	The Evolving Risk Benefit Ratio for Antipsychotic Medications
PSYC – 26	Antipsychotic Therapy: Understanding Mechanisms of Action to Optimize Patient Response
PSYC – 27	Valproate Use in Schizophrenia
PSYC – 28	Rapid Stabilization Strategies for the Acutely Ill
PSYC – 29	2 Part – Improving Care of Dementia Residents
PSYC – 30	The Revolving Door Between Institutions & The Department of Corrections

Self-Exams

EXAM-01	Your First Pelvic Exam
EXAM-02	Breast Self-Exam
EXAM-03	Breast Feeding: Better Beginnings

Seizure

SEIZ-01	Seizure First Aid 11:00
SEIZ-02	Seizure in the Older Adult 60:00
SEIZ-03	Simplifying Strategies in the Management of AED Therapy.

Shingles

SHIN-01

Making Sense of Shingles

SHIN-02

Pain and the Other Side of Herpes Zoster

SHIN-03

This is a Video about Herpes

Skin Care

SKIN-01

Skin Care Management: Three Steps to Healthy Skin

SKIN-02

Skin Disinfection/Handwashing

SKIN-03

Prevention and Treatment of Skin Breakdown

SKIN-04

Patient Skin Assessment & Bathing Protocols 21:00

SKIN-05

Skin Health Management: An Overview 14:43

SKIN-06

Skin Health Education Program – Pressure Ulcers 22:30

SKIN-07

Pressure Ulcer Development, Prevention and Treatment

Sport Injuries

SPOR-01

Sports Injuries and Treatment Part 1

SPOR-02

Sports Injuries and Treatment Part 2

CD ROM PROGRAMS

CD-01	Mood Stabilizers & Antipsychotics in the Elderly
CD-02	Dementia: An Evidence-Based Approach to Acetylcholinesterase in the Elderly
CD-03	Weighing the Evidence for Atypical Antipsychotics in the Elderly
CD-04	The Hidden Diagnosis Uncovering Anxiety and Depressive Disorders
CD-05	Pharmacologic Strategies for Behavioral Disturbances in the Elderly Patient
CD-06	Education 2000 – Depression in the Elderly
CD-07	Education 2000 – The Management of Behavioral Disorders in Long-Term Care Setting
CD-08	Education 2000 – The Management of Gastro Esophageal Reflux Disease in a Long-term Care Patient
CD-09	Treatment of Bronchitis, Sinusitis, and Acute Otitis Media in and Era of Antibiotic resistance
CD-10	Gastroesophageal Reflux Disease in the Long-term Care Patient
CD-11	Behavioral Management : Treatment Team Strategies for the Long-Term Care Patient
CD-12	New Management & Treatment Options for the Aggressive Dementia Patients
CD-13	Managing Behavioral Emergencies in the Geriatric Patient
CD-14a	Recognizing Dementia in Long Term Care
CD-14c	Importance of Early & Persistent Cholinesterase Inhibitor Treatment
CD-15	Behavioral Issues in the Developmentally Disabled

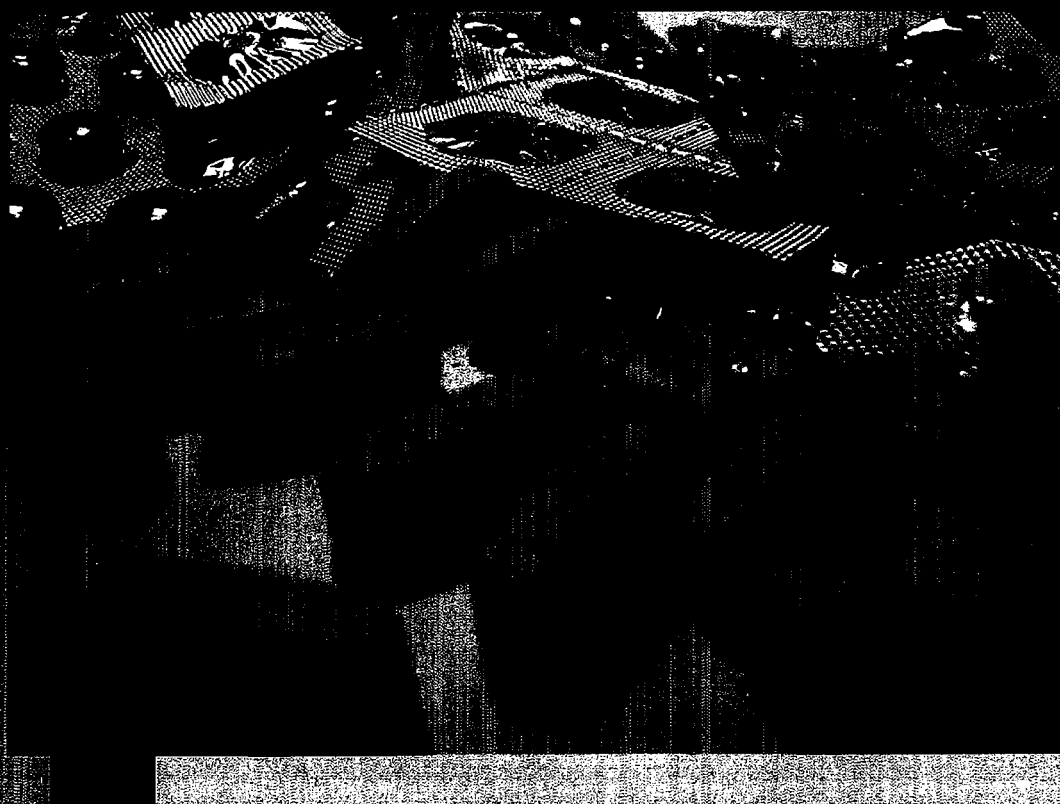
- CD-16 Identifying Medication Problems & Reaching Outcome Variables in the Elderly
- CD-17 Managing & Reducing CV Risk in Seniors
- CD-18 Management of Type 2 Diabetes
- IF-01 Infectious Disease Management - Volume 1
The Armamentarium and the Attack – Antibiotic Therapy in Hospital-Based Medicine
- Infectious Disease Management – Volume 2
The Bug-Drug Problem: Emerging Resistance Among Common Infectious Pathogen
- Infectious Disease Management – Volume 3
The “Antibiotic Palette” for Emergency Medicine
Management of Infectious Disease Emergencies
- Nine Opportunities for ICME/CE Infectious Diseases
- Comprehensive Interactive Educational Patient Cases

DIAMOND PHARMACY SERVICES

645 KOLTER DRIVE
INDIANA, PA 15701-3570

PHONE: 1.800.882.6337
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DRUG INFORMATION



DIAMOND PHARMACY SERVICES



645 KOLTER DRIVE
INDIANA, PA 15701
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FAX: 877.234.7050

PATIENT INFORMATION LEAFLET

DRUG NAME: ACTICIN 5%

PERMETHRIN - TOPICAL CREAM (purr-METH-rin)

COMMON BRAND NAME(S): Elimate

USES: This Medication is used to treat scabies

HOW TO USE: This medication is for use on the skin only. Apply carefully to the affected area as directed avoiding the eyes, nose and mouth. Massage into the skin. After 8 to 14 hours, wash off the cream.

SIDE EFFECTS: Itching, tingling, numbness, redness or irritation may occur. If these effects continue, inform your doctor.

Notify your doctor if you develop: a skin rash, burning or swelling skin.
If you notice other side effects listed above, contact your doctor or pharmacist.

PRECAUTIONS: Tell you doctor if you have other illnesses or any allergies.

This medication should be used only if clearly need during pregnancy. Discuss the risks and benefits with your doctor.

It is not known if this medication appears in breast milk. Consult your doctor before breast-feeding.

OVERDOSE: If overdose is suspected, contact your local poison control center or emergency room immediately. This medication may be harmful if swallowed. Symptoms of overdose may include dizziness, loss of appetite, nausea, vomiting, headache, weakness, seizures, and loss of consciousness.

NOTES: One application is usually all that is needed. Flush eyes with water immediately should the medication come into contact with your eyes.

MISSED DOSE: Apply this medication as soon as possible after it is prescribed. Use only the amount prescribed.

STORAGE: Store at room temperature between 59 and 86 degrees Fahrenheit (15 to 30 degrees Celsius) away from heat and light. Do not store in the bathroom.

Use this information in the absence of more specific or personal advice given to you by your doctor or pharmacist.



Look Alike Strengths, Terminology & Equivalents

Use special care with these drugs because "look alike" strengths are available. Watch decimal points and zeros.

Look Alike Strengths	
Mellaril (thioridazine)	15mg and 150mg tablets
Haldol (haloperidol)	1mg and 10mg tablets
Compazine (prochlorperazine)	2.5mg and 25mg suppositories
Methotrexate Injection	2.5mg/ml and 25mg/ml
Vitamine B-12 Injection (cyanocobalamin)	100mcg/ml and 1000mcg/ml

Medical Terminology Review	
Lacrimal	Pertaining to tears
Leukocytopenia	Decrease in the number of white blood cells
Leukocytosis	Increased white blood cell count
Leukoderma	Absence of pigmentation from the skin
Macrocyte	A large red blood cell

Metric Equivalents Match

Match the approximate equivalents from each column:

- | | |
|---------------|------------|
| 1. 1 gram | a. 60 mg |
| 2. 0.06 gram | b. 100 mg |
| 3. 0.1 gram | c. 1000 mg |
| 4. 0.03 gram | d. 1 mg |
| 5. 0.001 gram | e. 30 mg |

answers

- 5 - d
4 - e
3 - b
2 - a
1 - c

Drug Interactions Review: Cimetidine (Tagamet)

Tagamet Taken With:	Possible Interaction
Oral Anticoagulants Warfarin Sod. (Coumadin) Dicumarol	Hypoprothrombinemic effect of oral anticoagulant may be increased and bleeding may result.
Benzodiazepines Alprazolam (Xanax) Chlordiazepoxide (Librium) Clorazepate (Tranxene) Diazepam (Valium) Flurazepam (Dalmane) Triazolam (Halcion)	Pharmacologic effects of benzodiazepines may be increased. Excessive sedation may result.
Beta-Adrenergic Blockers Metoprolol (Lopressor) Propranolol (Inderal)	Pharmacologic effects of beta-blockers may be increased. May result in reduced pulse rate, sinus bradycardia and hypotension.
Carmustine (Bicnu)	Bone marrow suppression may be increased.
Lidocaine (Xylocaine)	Pharmacologic effects of lidocaine may be increased. May result in lethargy, confusion, CNS and C-V symptoms.
Metronidazole (Flagyl)	Reduced hepatic metabolism of metronidazole with increased blood levels of metronidazole.
Phenytoin (Pronestyl)	Pharmacologic effects of phenytoin may increase. Increased phenytoin plasma levels with toxicity (nystagmus, ataxia) may result.
Procainamide (Pronestyl)	Pharmacologic effects of procainamide may be increased. May result in GI disturbances, weakness, hypotension, cardiac conduction disturbances.
Quinidine	Pharmacologic effects of quinidine may be increased. Cardiac conduction disturbances and arrhythmias may occur.
Theophyllines Aminophylline Oxtriphylline (Choledyl)	Pharmacologic effects of theophylline may be increased. May result in nausea and vomiting, cardiovascular instability, and seizures.

Results of a study conducted at the University of British Columbia suggest that drugs commonly used to treat heart disease show less beneficial effects in individuals who face high levels of daily stress. In a study of patients with known heart disease, "high levels of psychological distress were associated with reduced benefits." From this, the researchers conclude that "psychological variables can undermine a patient's responsiveness to heart medications."

Research report in NEJM notes that the gel tazarotene (Tazorac), used to fight acne and psoriasis, may be an effective treatment for the most common type of skin cancer, according to Italian doctors. A study found that once-a-day treatments for eight months eliminated 53% of the basal-cell carcinoma tumors, which are typically removed by surgery. In the remaining cases, the tumors shrank by at least 40%. Further research is underway.

New Products at a Glance

Product	Vendor	Indication
Ferrlecit 62.5mg / 5ml, 5ml AMPS (sodium ferric gluconate)	Schein	Injectable iron supplement for treatment of iron deficiency in those undergoing chronic hemodialysis, who receive supplemental erythropoietin therapy.
Rapamune 1mg / ml oral solution (sirolimus)	Wyeth-Ayerst	Used in combination with cyclosporine and corticosteroids for preventing acute organ rejection in kidney transplant patients.
Temodar 5mg, 20mg, 100mg, 250mg Capsules (temozolomide)	Shering	Treatment of adults with refractory anaplastic astrocytoma - ie patients at first relapse who have disease progression on a drug regimen with a nitrosourea and procarbazine.
Zaditor 0.025% Ophthalmic solution (ketotifen fumarate ophthalmic)	Ciba Vision	For temporary prevention of ocular itching associated with allergic conjunctivitis.

NEWS BRIEFS

Reuters News Service reports that pharmaceutical researchers are studying 75% more drugs for treating women's health needs than they did in 1991. The study found 348 treatments under study for diseases that strike women more often than men, including rheumatoid arthritis, multiple sclerosis, osteoporosis, breast cancer and depression. That compares to 263 in 1991. The change came over the past decade as researchers stopped viewing women as just child bearers and realized they suffer from a range of illnesses more frequently and differently than men, drug company officials and researchers said.

Researchers at the Public Health Laboratory Service say that anti-bacterial products designed to kill harmful germs can actually destroy the body's natural defenses. Clinical disinfectants and anti-bacterial agents can wipe out good microbes as well as harmful ones. They advise that hot water and soap have been shown to be very effective and should be used in most cases.

Early reports from doctors at the Bronx-Lebanon Hospital Center in New York show that powerful drug cocktails given to HIV-positive pregnant women can decrease the risk of the mothers passing the AIDS virus to their child without major side effects. The investigators say that their results "are encouraging," but caution that larger studies are needed to confirm the safety of HIV drug combinations.

Drug Information: PRANDIN™

PRANDIN™ (repaglinide) Tablets

DESCRIPTION

PRANDIN™ (repaglinide) is an oral blood glucose-lowering drug of the meglitinide class used in the management of type 2 diabetes mellitus (also known as non-insulin dependent diabetes mellitus or NIDDM). PRANDIN™ is chemically unrelated to the oral sulfonylurea insulin secretagogues.

CLINICAL PHARMACOLOGY

Mechanism of Action

Repaglinide lowers the blood glucose levels by stimulating the release of insulin from the pancreas. This action is dependent upon functioning beta (β) cells in the pancreatic islets. Insulin release is glucose-dependent and diminishes at low glucose concentrations.

Pharmacokinetics

Absorption

Peak plasma drug levels (C_{max}) occur within 1 hour (T_{max}). The half-life of PRANDIN™ is approximately 1 hour. The mean absolute bioavailability is 56%.

Distribution

After intravenous (IV) dosing in healthy subjects, the volume of the distribution at steady state (V_{ss}) was 31L, and the total body clearance (CL) was 38L/h. Protein binding and binding to human serum albumin was greater than 98%.

Metabolism

Repaglinide is completely metabolized by oxidative biotransformation and direct conjugation with glucuronic acid after either an IV or oral dose. The cytochrome P-450 enzyme system, specifically 3A4, has been shown to be involved in the metabolism of repaglinide.

Excretion

90% is excreted in the feces and 8% in the urine.

Gender

A comparison of pharmacokinetics in males and females showed the AUC over the 0.5mg to 4mg dose range to be 15% to 70% higher in females with type 2 diabetes. This difference was not reflected in the frequency of hypoglycemic episodes (male 16%; female 17%). With respect to gender, no change in general dosage recommendation is indicated since dosage for each patient should be individualized to achieve optimal clinical response.

Race

In a U.S. 1-year study in patients with type 2 diabetes, the blood glucose-lowering effect was comparable between Caucasians (n=297) and African-Americans (n=33). In a U.S. dose-response study, there was no apparent difference in exposure (AUC) between Caucasians (n=74) and Hispanics (n=33).

Drug Information: PRANDIN™

PRECAUTIONS

Renal Insufficiency

Subsequent increases in PRANDIN™ should be made carefully in patients with type 2 diabetes who have renal function impairment or renal failure requiring hemodialysis. PRANDIN™ should be used cautiously in patients with impaired liver function. Longer intervals between dose adjustments should be utilized to allow full assessment of response.

INDICATIONS AND USAGE

PRANDIN™ is indicated as an adjunct to diet and exercise to lower blood glucose in patients with type 2 diabetes mellitus (NIDDM) whose hyperglycemia cannot be controlled satisfactorily by diet and exercise alone. PRANDIN™ is also indicated for use in combination with metformin to lower blood glucose in patients whose hyperglycemia cannot be controlled by exercise, diet, and either repaglinide or metformin alone.

Contraindications

PRANDIN™ is contraindicated in patients with:

1. Diabetic ketoacidosis, with or without coma. This condition should be treated with insulin.
2. Type 1 diabetes.
3. Known hypersensitivity to the drug or its inactive ingredients.

Drug Interactions

In vitro data indicate that repaglinide metabolism may be inhibited by antifungal agents like ketaconazole and miconazole, and antibacterial agents like erythromycin. Drugs that induce the cytochrome P-450 enzyme system 3A4 may increase repaglinide metabolism: such drugs include troglitazone, rifampin, barbiturates, and carbamazepine.

Adverse Reactions

The most common adverse events leading to withdrawal were hyperglycemia, hypoglycemia, and related symptoms.

DOSAGE AND ADMINISTRATION

Starting Dose

For patients not previously treated or whose HbA_{1c} is <8%, the starting dose should be 0.5mg with each meal. For patients previously treated with blood glucose-lowering drugs and whose HbA_{1c} is ≥8%, the initial dose is 1mg or 2mg with each meal preprandially.

Dose Adjustment

Dosing adjustments should be determined by blood glucose response, usually fasting blood glucose. The preprandial dose should be doubled up to 4mg with each meal until satisfactory blood glucose response is achieved. At least one week should elapse to assess response after each dose adjustment. Maximum recommended dose is 16mg per day.

Drug Information: Starlix[®]

STARLIX[®] (nateglinide) Tablets

DESCRIPTION

Starlix[®] (nateglinide) is an oral antidiabetic agent used in the management of type 2 diabetes mellitus that is structurally unrelated to the oral sulfonylurea insulin secretagogues.

CLINICAL PHARMACOLOGY

Mechanism of Action

Nateglinide is an amino-acid derivative that lowers blood glucose levels by stimulating insulin secretion from the pancreas. Nateglinide interacts with the ATP-sensitive potassium (K^+_{ATP}) channel on pancreatic beta (β) cells. The subsequent depolarization of the β cells opens the calcium channel, producing calcium influx and insulin secretion. The extent of insulin release is glucose dependent and diminishes at low glucose levels.

Absorption

Following oral administration immediately prior to a meal, nateglinide is rapidly absorbed with mean peak plasma drug concentration (C_{max}) generally occurring within 1 hour. Absolute bioavailability is estimated to be approximately 73%. When given with or after meals, the extent of nateglinide absorption (AUC) remains unaffected. However, there is a delay in the rate of absorption characterized by a decrease in C_{max} and a delay in time to peak plasma concentration (T_{max}).

Distribution

The steady-state volume of distribution of nateglinide is estimated to be approximately 10L in healthy subjects. Nateglinide is extensively bound (98%) to serum proteins, primarily serum albumin, and to a lesser extent α_1 acid glycoprotein.

Metabolism

Nateglinide is metabolized by the mixed-function oxidase system prior to elimination. The major routes of metabolism are hydroxylation followed by glucuronide conjugation. *In vitro* data demonstrate that nateglinide is predominantly metabolized by cytochrome P-450 isoenzymes CYP2C9 (70%) and CYP3A4 (30%).

Excretion

Nateglinide and its metabolites are rapidly and completely eliminated following oral administration. Within 6 hours after dosing, approximately 75% of the administered ¹⁴C-nateglinide was recovered in the urine and 10% in the feces. Nateglinide has an elimination half-life of approximately 1.5 hours.

Gender

No clinically significant differences in nateglinide pharmacokinetics were observed between men and women.

Race

Results of a population pharmacokinetic analysis including subjects of Caucasian, Black, and other ethnic origins suggest that race has little influence on the pharmacokinetics of nateglinide.

Drug Information: Starlix[®]

PRECAUTIONS

Renal Impairment

Compared to healthy matched subjects, patients with type 2 diabetes and moderate to severe renal insufficiency (CrCl 15-50ml/min) not on dialysis displayed similar apparent clearance, AUC₁ and C_{max}. Patients with type 2 diabetes and renal failure on dialysis exhibited reduced overall drug exposure.

Hepatic Impairment

The peak and total exposure of nateglinide in non-diabetic subjects with mild hepatic insufficiency were increased by 30% compared to matched healthy subjects. Starlix[®] (nateglinide) should be used with caution in patients with chronic liver disease.

INDICATIONS AND USAGE

Starlix[®] (nateglinide) is indicated as monotherapy to lower blood glucose in patients with type 2 diabetes whose hyperglycemia cannot be adequately controlled by diet and exercise and who have not been treated with other anti-diabetic agents. Starlix[®] is also indicated for use in combination with metformin.

Contradictions

is contraindicated in patients with:

1. Diabetic ketoacidosis. This condition should be treated with insulin.
2. Type 1 diabetes.
3. Known hypersensitivity to the drug or its inactive ingredients.

Drug Interactions

In vitro drug metabolism studies indicate that Starlix[®] is predominately metabolized by the cytochrome P450 isozyme CYP2C9 (70%) and to a lesser extent CYP3A4 (30%). Starlix[®] is a potential inhibitor of the CYP2C9 isoenzyme *in vitro* as indicated. Inhibition of CYP3A4 metabolic reactions had not been detected in *in vitro* alone.

Adverse Reactions

Hypoglycemia was relatively uncommon in all treatment arms of the clinical trials. Only 0.3% of Starlix[®] patients discontinued due to hypoglycemia. Gastrointestinal symptoms, especially diarrhea and nausea, were no more common in patients using the combination of Starlix[®] and metformin than in patients receiving metformin alone.

DOSAGE AND ADMINISTRATION

Starlix[®] (nateglinide) should be taken 1 to 30 minutes prior to meals.

Monotherapy and Combination with Metformin

The recommended starting and maintenance dose of Starlix[®], alone or in combination with metformin, is 120mg three times daily before meals. Then 60mg dose of Starlix[®], either alone or in combination with metformin, may be used in patients who are near goal HbA_{1c} when treatment is initiated.

Dosage in Renal and Hepatic Impairment

No dosage adjustment is necessary in patients with mild-to-severe renal insufficiency or in patients with mild hepatic insufficiency. Dosing of patients with moderate-to-severe hepatic dysfunction has not been studied. Therefore, Starlix[®] should be used with caution in patients with moderate-to-severe liver disease (see PRECAUTIONS, Hepatic Impairment).



New Generic Drug Update

May 17, 2006

Generic Name	Indications	Dosage	Description	Side Effects	Comments
Pravastatin Sodium Tablets (Sub for Pravachol) Bristol-Myers Squibb Company for Watson Laboratories, Inc.	<p>Primary prevention of coronary events in hypercholesterolemic patients without clinically evident coronary heart disease.</p> <p>Secondary prevention of cardiovascular events in patients with clinically evident coronary heart disease.</p> <p>Hyperlipidemia</p>	<p>Pravastatin is administered orally as a single dose at any time during the day, with or without food. Maximum effects are seen after 4 weeks.</p> <p>Adults - 40mg daily recommended starting dose. May increase to 80mg daily. A daily starting dose of 20mg is recommended for patients with a history of liver disease.</p> <p>Adolescents - 40mg daily recommended dose.</p> <p>Pediatrics - 20mg daily recommended dose. Concomitant therapy - for patients taking immunosuppressive drugs such as cyclosporin, therapy should begin at 10mg daily at bedtime and titrate with caution, typically up to a maximum of 20mg/day.</p>	<p>10mg Tablets - Pink to peach, rounded, rectangular-shaped, biconvex with a "10" embossed on one side and "0013" engraved on the opposite side.</p> <p>20mg Tablets - Yellow, rounded, rectangular-shaped, biconvex with a "20" embossed on one side and "0014" engraved on the opposite side.</p> <p>40mg Tablets - Green, rounded, rectangular-shaped, biconvex with a "40" embossed on one side and "0016" engraved on the opposite side.</p> <p>*** 80mg Tablets are not yet available ***</p>	<p>Generally well tolerated with mild and transient side effects. Patients should report any unexplained muscle pain, tenderness, or weakness, especially if accompanied by malaise or fever. Liver function test abnormalities have been observed (serum aminase AST/ALT changes and CPK). It is important to perform liver function tests prior to starting therapy, and also periodically. HMG-CoA reductase inhibitors, such as pravastatin, can interact when used in combination with immunosuppressive drugs, gemfibrozil, erythromycin, or lipid-lowering doses of nicotinic acid. Please refer to product information for additional drug-drug interactions.</p>	<p>Contraindicated during active liver disease or unexplained persistent transaminase elevations.</p> <p>Caution in those having a history of liver disease, having signs and symptoms of liver disease, and in heavy alcohol users.</p>

SAMPLE

All listed products are AB rated (bioequivalent to the corresponding brand name) and hence acceptable for automatic substitution. This information is not comprehensive and should not be utilized for prescribing purposes. It is only intended to summarize the manufacturer's package insert. The product descriptions listed above are based on current medication appearances and could change. If the manufacturer or product appearance changes, you will be alerted by a green sticker on the packaging stating "This is the same medication you have been getting. Color, size or shape may appear different."



PHARMACY SERVICES MEDICAL SUPPLY

CURRENT DRUG INFORMATION JUNE 2006

June 21, 2006

Attention:

Administration (NHA / HSA)
Directors of Nursing
Nursing Supervisors
Medical Directors
Prescribers
Nursing Staff

The following information will help you keep current on newly approved drugs, new indications and dosage forms, and safety-related changes in labeling or use. New listings will be provided to your facility each month.

Please make this information available to other healthcare professionals at your facility.

Questions or comments pertaining to the detailed information may be directed to myself at epash@diamondpharmacy.com, or you may contact your Diamond Pharmacy Services' representative at 1.800.882.6337.

Thank you.

Eric M. Pash, R.Ph
Director of JCAHO
Performance Improvement Coordinator
Diamond Pharmacy Services
1.800.882.6337 (x1060)

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Current FDA-Related Drug Information

New Drugs Approved by the FDA New Dosage Forms and Indications Agents Pending FDA Approval Significant Labeling Changes

Danial E. Baker, PharmD, FASHP, FASCP*

This monthly feature will help readers keep current on new drugs, indications, dosage forms, and safety-related changes in labeling or use. Efforts have been made to ensure the accuracy of the information; however, if there are any questions, let us know at hospitalpharmacy@drugfacts.com.

TABLE 1. NEW DRUGS APPROVED BY THE FDA: MARCH 19 TO APRIL 16, 2006

Generic Name Brand Name (Company) (Date of Approval)	Comparative Agents	Indication	Mechanism of Action	Common Adverse Effects	Dosage Form & Strength	PI
Methylphenidate <i>Daytrana</i> (Shire) (4/06)	Methylphenidate	Treatment of attention deficit hyperactivity disorder in children ages 6 to 12 years	Central nervous system stimulant	Sedative, nervousness, irritability	Patch 15 mg	http://www.daytrana.com/pdf/pdf1.pdf

TABLE 2. NEW DOSAGE FORMS AND INDICATIONS APPROVED BY THE FDA: MARCH 19 TO APRIL 16, 2006

Generic Name	Brand Name (Company)	Indication/Comment	Dosage Form (Date)
New Dosage Forms/Strength/ Route of Administration			
Risperidone	<i>Risperdal</i> (Janssen)	Addition of 3 and 4 mg M-TAB, fast-dissolving tablets	Tablet (3/06)
New Indications			
Cetuximab	<i>Erbix</i> (ImClone Systems/ Bristol-Myers Squibb)	Use in combination with radiation therapy for the treatment of locally or regionally advanced squamous cell carcinoma of the head and neck (SCCHN) and as a single agent in recurrent or metastatic SCCHN where prior platinum-based chemotherapy has failed	Injection (4/06)

(continued)

*Director, Drug Information Center, College of Pharmacy, Washington State University Spokane, PO Box 1495, Spokane, WA 99210-1495.

Current FDA-Related Drug Information

TABLE 2. NEW DOSAGE FORMS AND INDICATIONS APPROVED BY THE FDA: MARCH 19 TO APRIL 16, 2006 (CONT.)

<i>Generic Name</i>	<i>Brand Name (Company)</i>	<i>Indication/Comment</i>	<i>Dosage Form (Date)</i>
New Indications (cont.)			
Docetaxel	<i>Taxotere</i> (sanofi-aventis)	Use in combination with cisplatin and 5-fluorouracil for the treatment of patients with advanced gastric cancer	Injection (4/06)
Tacrolimus	<i>Prograf</i> (Astellas Pharma)	Prevention of graft rejection in the recipients of heart transplants	Oral and injection (3/06)
Zanamivir	<i>Relenza</i> (GlaxoSmithKline)	Prevention of influenza in children 5 years of age and older	Inhaler (3/06)

TABLE 3. AGENTS PENDING FDA APPROVAL: MARCH 19 TO APRIL 16, 2006

<i>Generic Name Brand Name (Company) (Date of Approval)</i>	<i>Comparative Agents</i>	<i>Indication</i>	<i>Mechanism of Action</i>	<i>Common Adverse Effects</i>	<i>Dosage Form & Strength</i>	<i>Package Insert or Comments</i>
Approvable Agents						
Daptomycin <i>Cubicin</i> (Cubist Pharmaceuticals) (3/06)	Vancomycin	Treatment of <i>Staphylococcus aureus</i> bacteremia and endocarditis	Binds to bacterial membranes and causes a rapid depolarization of membrane potential leading to inhibition of protein, DNA, and RNA synthesis	Constipation, diarrhea, nausea, vomiting, dyspepsia, injection side reaction, headache, rash	Injection 500 mg/vial	Currently approved for the treatment of complicated skin and skin structure infections caused by susceptible strains of the following gram-positive microorganisms
PEG 3350, sodium sulfate, sodium chloride, potassium chloride, sodium ascorbate and ascorbic acid for oral solution <i>MoviPrep</i> (Salix) (4/06)	<i>GoLYTELY</i>	Bowel cleansing agent prior to colonoscopy	Laxative	Loose stools, diarrhea, abdominal cramps	Oral	
Sitaxsentan sodium <i>Thelin</i> (Encysive Pharmaceuticals) (3/06)	<i>Bosentan</i>	Treatment of pulmonary arterial hypertension	Endothelin (ET) receptor antagonist	Headache, peripheral edema, nausea, nasal congestion, dizziness, liver enzyme abnormalities, reduced hemoglobin	Oral	

(continued)

TABLE 3. AGENTS PENDING FDA APPROVAL: MARCH 19 TO APRIL 16, 2006 (CONT.)

Generic Name Brand Name (Company) (Date of Approval)	Comparative Agents	Indication	Mechanism of Action	Common Adverse Effects	Dosage Form & Strength	Package Insert or Comments
Agents Scheduled for Review by an FDA Advisory Panel						
Dasatinib <i>Sprycel</i> (Bristol-Myers Squibb) (6/06)		Treatment of adults with chronic, accelerated, or blast phase chronic myeloid leukemia with resistance or intolerance to prior therapy, including imatinib	Src tyrosine kinase inhibitors	Thrombo- cytopenia, neutropenia, tumor lysis syndrome, arthralgia, pyrexia, fatigue, peripheral edema, headache, diarrhea	Oral	Rolling NDA
Rivastigmine <i>Exelon</i> (Novartis) (5/06)	Donepezil	Treatment of mild to moderate dementia associated with Parkinson disease	Cholinesterase inhibitor	Nausea, vomiting, diarrhea, anorexia, fatigue, asthenia, dizziness, somnolence	Capsules and solution	
New Drug or Supplemental Applications Filed by Manufacturer						
Bevacizumab <i>Avastin</i> (Roche/ Genentech) (4/06)	Chemo- therapy	Use in combi- nation with platinum-based chemotherapy (carboplatin plus paclitaxel) for previously untreated patients with advanced non-squamous non-small cell lung cancer	Vascular endothelial growth factor (VEGF) antagonist	Nausea, vomiting, arthralgia, asthenia, cough, dyspnea, hemorrhage, headache, fever, hyperglycemia, skin eruptions	Injection	
Bismuth citrate potassium, metronidazole, tetracycline <i>Helizide</i> (Axcan Pharma) (3/06)	Antibiotics	Treatment of <i>Helicobacter pylori</i>	Bismuth salt plus antibiotic for eradication of <i>H. pylori</i>	Diarrhea, nausea	Capsule	Will be used in combination with a proton pump inhibitor
Dextro- methorphan/ quinidine <i>Neurodex</i> (Avanir Pharmaceuticals) (4/06)	Anti- psychotics	Treatment of involuntary emotional expression disorder	NMDA antagonist/ sigma 1 agonist in combination with a cytochrome P-450-2D6 (CYP2D6) enzyme inhibitor	Diarrhea, dizziness, dizziness, gastro- intestinal disorders, nausea, somnolence	Capsule	

(continued)

Current FDA-Related Drug Information

TABLE 3. AGENTS PENDING FDA APPROVAL: MARCH 19 TO APRIL 16, 2006 (CONT.)

<i>Generic Name Brand Name (Company) (Date of Approval)</i>	<i>Comparative Indication Agents</i>	<i>Mechanism of Action</i>	<i>Common Adverse Effects</i>	<i>Dosage Form & Strength</i>	<i>Package Insert or Comments</i>	
New Drug or Supplemental Applications Filed by Manufacturer (cont.)						
Rituximab <i>Rituxan</i> (Biogen Idec/ Genentech) (3/06)	Chemo- therapy agents	Component of the first-line treatment for non-Hodgkin lymphoma	Mouse/human chimeric rDNA pan-B antibody which targets the CD20 cell surface marker	Chills, cytokine release syndrome, fatigue, fever, flu- like symptoms, leuco- penia, nausea, alopecia, urticaria, vomiting	Injection	Combination therapy with cyclophosphamide, doxorubicin, vincristine, and prednisone
RSD1235 (Cardiome/ Astellas) (3/06)	Anti- arrhythmics	Acute conversion of atrial fibrillation	Potassium channel modulators	Headache, taste disturbances	Injection	Oral formulation also under development
Vildagliptin <i>Galvus</i> (Novartis) (3/06)	Oral hypo- glycemic agents	Treatment of type 2 diabetes mellitus	Dipeptidyl peptidase IV (DPP IV) inhibitor	Diarrhea, nausea, hypertension	Oral	

TABLE 4. SIGNIFICANT LABELING CHANGES OR "DEAR HEALTH PROFESSIONAL LETTERS" RELATED TO SAFETY

<i>Generic Name Brand Name (Company)</i>	<i>Warning</i>	<i>Web Site</i>
All NSAIDs	Addition of class labeling regarding the potential risk of cardiovascular and gastrointestinal adverse effects and the early symptoms associated with Stevens-Johnson Syndrome	http://www.fda.gov/medwatch/SAFETY/2006/jan06.htm
Diazepam rectal gel <i>Diastat AcuDial</i> (Valeant Pharmaceuticals)	Cracks at the base of the plastic tip of some applicators may cause some of the dose to leak out, when the plunger is depressed; which may cause the patient to not receive the full dose of diazepam—this could lead to a sub-optimal therapeutic response	http://www.fda.gov/medwatch/SAFETY/2006/diastat_deardoc_2-22-06.pdf
Nimodipine <i>Nimotop</i> (Bayer HealthCare)	WARNING: death related to inadvertent intravenous administration PRECAUTIONS: changes in blood pressure and risk of bradycardia	http://www.fda.gov/medwatch/SAFETY/2006/Jan_PI/Nimotop_PI.pdf
Pegaptanib sodium <i>Macugen</i> (Pfizer)	Rare reports of anaphylaxis and anaphylactoid reactions, including angioedema	http://www.fda.gov/medwatch/safety/2006/macugen_deardoc.pdf
Tranylcypromine sulfate <i>Parnate</i> (GlaxoSmithKline)	CONTRAINDICATION: history of suicidal behavior	http://www.fda.gov/medwatch/SAFETY/2006/Jan_PI/Parnate_PI.pdf
Valproate sodium/ valproic acid/ divalproex sodium <i>Depacon/ Depakene/ Depakote</i> (Abbott)	BOXED WARNING: teratogenicity PRECAUTIONS: risk of hyperammonemia and encephalopathy when used concomitantly with topiramate	http://www.fda.gov/medwatch/SAFETY/2006/Jan_PI/Depacon_PI.pdf http://www.fda.gov/medwatch/SAFETY/2006/Jan_PI/Depakene_PI.pdf http://www.fda.gov/medwatch/SAFETY/2006/Jan_PI/Depakote_Sprinkle_PI.pdf



Diabetes Discussion: Novolog, Humalog, Lantus, Metformin



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DIABETES MELLITUS

Overview

WHAT IS DIABETES?

Diabetes mellitus is a group of diseases characterized by high levels of blood glucose resulting from defects in insulin production, insulin action or both.

TYPES OF DIABETES

Type 1 Diabetes – IDDM – insulin dependent diabetes (juvenile onset diabetes)

Type 1 diabetes develops when the body's immune system destroys pancreatic beta cells, the only cells in the body that make the hormone insulin that regulates blood glucose. Type 1 diabetes may account for 5% to 10% of all diagnosed cases of diabetes.

Type 2 Diabetes – NIDDM – non-insulin dependent diabetes (adult onset diabetes)

It usually begins as insulin resistance, a disorder in which the cells do not use insulin properly. As the need for insulin rises, the pancreas gradually loses its ability to produce insulin. Type 2 diabetes is associated with older age, obesity, family history of diabetes, prior history of gestational diabetes, impaired glucose tolerance, physical inactivity, and race/ethnicity. African Americans, Hispanic/Latino Americans, American Indians, and some Asian Americans and Pacific Islanders are at particularly high risk for type 2 diabetes. Type 2 diabetes may account for 90-95% of all diagnosed cases of diabetes.

Gestational Diabetes

Gestational Diabetes is a form of glucose intolerance that is diagnosed in some women during pregnancy.

Other Specific Types

Other specific types of diabetes result from genetic conditions, surgery, drugs, malnutrition, infections and other illnesses. These types of diabetes account for 1%-5% of total diabetes population.

Prevalence

It is estimated that 17 million people or 6.2% of the US population have diabetes.

Race/Ethnicity

Non-Hispanic Whites	7.8%
Non-Hispanic Blacks	13.0%
Hispanic/Latino Americans	10.2%

On average, non-Hispanic Black and Hispanic/Latino Americans are roughly 2 times more likely to have type 1 diabetes than non-Hispanic White Americans of the same age group.

Furnished by Diamond Pharmacy Services
Diabetes Mellitus



Morbidity

Diabetes was the 6th leading cause of death on US death certificates in 1999. Overall risk of death for people with diabetes is about two times that of people without the disease. The increased risk of death associated with diabetes is greater for younger people (3.6 times for people ages 25-44)

Complications of Diabetes

- Heart disease is the leading cause of diabetes-related deaths
- Stroke risk is two to four times higher among people with diabetes
- High blood pressure
- Blindness
 - Leading cause of new blindness ages 20-74
 - Diabetic retinopathy
- Kidney Disease
 - Leading cause of end stage renal disease (43%)
- Nervous System
 - The combination of neuropathic and peripheral vascular disease leads to injury and all too often amputation. Diabetes is the leading cause of non-traumatic amputation in the United States.

TREATING DIABETES

Type 1 Diabetes

Patients must be treated with some form of insulin injections along with a closely monitored diet and exercise program.

Type 2 Diabetes

Patients can control their blood glucose by following a careful diet and exercise program, weight reduction and taking oral medications.

Patients diagnosed with diabetes

22% use insulin only, 49% take oral medications only, 11% take both insulin and oral medications, while 17% of the population do not take any medications.

Preventing Diabetes Complications

Goal – To achieve adequate glucose control

For every 1% reduction of A1C blood test, the risk of developing microvascular diabetic complications, eye, kidney and nerve disease is reduced by 40%

- Blood pressure control can reduce cardiovascular disease and microvascular disease by 33 to 50%
- For every 10mm(Hg) reduction in SBP reduces risk of all diabetic complication by 12%



Control of Blood Lipids

- Improved control of HDL, LDL, and triglycerides can reduce complications by 20 to 50%

Preventative care for eyes, kidneys and feet

- Treating regular diabetic eye disease can reduce severe vision loss by 50 to 60%
- Diabetic foot care programs can reduce amputation by 45 to 85%
- Treating early diabetic kidney disease can reduce kidney failure by 30-70%

Cost of Diabetes in the United States

Direct medical cost: \$44 Billion

Indirect cost: \$54 Billion (disability, work loss, premature mortality)

References

American Diabetes Association www.diabetes.org

Center for Disease Control www.cdc.gov



INSULIN

MECHANISM OF ACTION

The primary activity of insulin is regulation of glucose metabolism. Insulin lowers blood glucose levels by stimulation of peripheral glucose uptake, especially by skeletal muscle and fat and by inhibiting hepatic glucose production. Insulin also inhibits lipolysis in the adipocyte, inhibits proteolysis and enhances protein synthesis.

TYPES OF INSULINS

- Rapid Acting – Clear in appearance (aspart, lispro)
- Short Acting – Clear in appearance (regular, velosulin)
- Intermediate Acting – Cloudy in appearance (NPH, lente)
- Long Acting – (ultralente, lantus)
- Combination Insulins – Several types that have a percentage of rapid or short acting in conjunction with longer acting formulas.
- Animal derived insulins (beef/pork) are being phased out due to allergies and superior products being available.

Type of Insulin	Onset	Peak	Duration
Aspart (Novolog)	5 min	0.7-1 hour	3-4 hours
Lispro (Humalog)	15 min.	1-2 hours	3-5 hours
Regular (R)	1/2-1 hour	2-3 hours	5-7 hours
Velosulin (pump use)	1/2-1 hour	2-3 hours	5-7 hours
NPH (N)	1-2 hours	4-12 hours	18-24 hours
Lente (L)	1-2 1/2 hours	7-15 hours	18-24 hours
Ultralente (U)	4-8 hours	10-30 hours	48 hours
70/30 (N/R)	1/2 hour	2-12 hours	18-24 hours
50/50 (N/R)	1/2 hour	2-12 hours	18-24 hours
Insulin glargine (Lantus)	1 hour	none	>24 hours
75/25 Insulin lispro protamine/insulin lispro (Humalog Mix)	15 minutes	30-90 minutes	24 hours



COMMON PROBLEMS OF HYPOGLYCEMIA

Hypoglycemia (Insulin Reaction)

Hypoglycemia (too little glucose in the blood) is one of the most frequent adverse events experienced by insulin users. It can be brought on by:

1. Missing or delaying meals
2. Taking too much insulin
3. Exercising or working more than usual
4. An infection or illness (especially with diarrhea or vomiting)
5. A change in the body's need for insulin
6. Diseases of the adrenal, pituitary, or thyroid gland or progression of kidney or liver disease.
7. Interactions with other drugs that lower blood glucose such as oral antidiabetic agents, salicylates (for example, aspirin), sulfa antibiotics, and certain antidepressants.
8. Consumption of alcoholic beverages

SIDE EFFECTS OF HYPOGLYCEMIA

Low Blood Sugar (Hypoglycemia) – People with diabetes should learn to recognize the symptoms of low blood sugar. The most common symptoms are:

- The sudden onset of a cold
- sweat
- Hunger
- Dizziness
- Fatigue
- Shakiness
- Headache
- Rapid Heartbeat
- Nausea
- Vision Changes
- Personality Changes
- Confusion

COMMON PROBLEMS OF HYPERGLYCEMIA

Hyperglycemia and Diabetic Ketoacidosis

Hyperglycemia (too much glucose in the blood) may develop if your body has too little insulin.

Hyperglycemia can be brought about by any of the following:

1. Omitting your insulin or taking less than the doctor prescribed.
2. Eating significantly more than your meal plan suggests.
3. Developing a fever, infection or other significant stressful situation.

SIDE EFFECTS OF HYPERGLYCEMIA

High Blood Sugar (Hyperglycemia) – The most common symptoms are:

- Drowsiness
- Confusion
- Flushed Face
- Rapid Breathing
- Thirst
- Loss of Appetite (over time)
- Increased Urination



POSSIBLE SIDE EFFECTS OF INSULIN THERAPY

Lipodystrophy

Rarely, administration of insulin subcutaneously can result in lipoatrophy (depression in the skin) or lipohypertrophy (enlargement or thickening of tissue). If you notice either of these conditions, consult your doctor. A change in your injection technique may help alleviate the problem.

Local Allergy – site of injection – Patients occasionally experience redness, swelling and itching at the site of injection.

Systemic Allergy – Less common, but potentially more serious, is generalized allergy to insulin, which may cause rash over the whole body, shortness of breath, wheezing, reduction in blood pressure, fast pulse or sweating.



ANALOGUE INSULINS

HUMALOG AND NOVOLOG (RAPID ACTING INSULIN)

PRODUCT LIST

Humalog	100units/ml human insulin lispro (rapid)
Humalog Mix 75/25	75% insulin lispro protamine suspension (intermediate) 25% human insulin lispro (rapid)
Novolog	100 units/ml human insulin aspart (rapid)
Lantus	100 units/ml human insulin glargine (long)

HUMALOG RAPID ACTING INSULIN Human Insulin Lispro (R-DNA)

HUMALOG (HUMAN INSULIN LISPRO) INDICATIONS

Insulin lispro: Treatment of patients with diabetes mellitus for the control of hyperglycemia. Insulin lispro has a more rapid onset and shorter duration of action than regular human insulin. Therefore, in patients with type 1 diabetes, use in regimens that include a longer-acting insulin. However, in patients with type 2 diabetes, insulin lispro may be used without a longer-acting insulin when used in combination therapy with sulfonylureas. It may also be used in combination with sulfonylureas in adults and children > 3 years of age.

ADMINISTRATION AND DOSAGE

Insulin lispro: Insulin lispro is intended for SC administration. Pharmacokinetic and pharmacodynamic studies showed insulin lispro to be equipotent to human regular insulin (ie, 1 unit of insulin lispro has the same glucose-lowering capability as 1 unit of human regular insulin), but with more rapid activity.

When used as a meal-time insulin, give insulin lispro within 15 minutes before or immediately after a meal. Human regular insulin is best given 30 to 60 minutes before a meal. Individualize dose and determine based on the patients needs.



MIXING OF INSULINS

Insulin lispro- Mixing lispro with Humulin N or Humulin U does not decrease the absorption rate or the total bioavailability of insulin lispro. Given alone or mixed with Humulin N , insulin lispro results in a more rapid absorption and glucose-lowering effect compared with human regular insulin.

If lispro is mixed with a longer-acting insulin such as Humulin N or Humulin U , lispro should be drawn into the syringe first to prevent clouding of the lispro by the longer-acting insulin. Mixed injections should be made immediately after mixing. Do not give mixtures IV.

STORAGE/STABILITY:

Store between 2° and 8°C (36° and 46°F). Do not freeze. Do not use insulin if it has been frozen. Cartridges or vials in use may be kept at ambient temperature < 30°C (86°F) for up to 28 days, but do not expose to excessive heat or sunlight.



NOVOLOG RAPID ACTING INSULIN Human Insulin Aspart (R-DNA)

NOVOLOG (HUMAN INSULIN ASPART) INDICATIONS

Insulin aspart: Adults with diabetes mellitus for the control of hyperglycemia. Because insulin aspart has a more rapid onset and a shorter duration of action than human regular insulin, insulin aspart should normally be used in regimens together with an intermediate or long-acting insulin.

ADMINISTRATION AND DOSAGE

Insulin aspart: Give immediately before a meal. Individualize dose and determine based on the patient's needs. In a meal-related treatment regimen, 50% to 70% of this requirement may be provided by insulin aspart and the remainder provided by an intermediate-acting or long-acting insulin.

Because of the fast onset of action of insulin aspart, administer close to a meal (start of meal within 5 to 10 minutes after injection). Administer by SC injection in the abdominal wall, the thigh, or the upper arm.

MIXING OF INSULINS

Insulin aspart- If insulin aspart is mixed with NPH human insulin, draw insulin aspart into the syringe first. Inject immediately after mixing. Do not mix insulin aspart with crystalline zinc insulin preparations because of lack of compatibility data. Do not administer mixtures IV.

STORAGE/STABILITY

Store between 2° and 8°C (36° and 46°F). Do not freeze. Do not use insulin if it has been frozen. Cartridges or vials in use may be kept at ambient temperature < 30°C (86°F) for up to 28 days, but do not expose to excessive heat or sunlight.



ANALOGUE INSULIN

LANTUS – INSULIN GLARGINE (Once Daily – Long Acting Insulin)

PRODUCT LIST

Lantus 100 units/ml

INDICATIONS

Once-daily SC administration at bedtime in the treatment of adults and children with type 1 diabetes mellitus or adults with type 2 diabetes mellitus who require basal (long-acting) insulin for the control of hyperglycemia.

ADMINISTRATION AND DOSAGE

- ◆ Insulin glargine is not intended for IV administration. The prolonged duration of activity of insulin glargine is dependent on injection into subcutaneous tissue. IV administration of the usual SC dose could result in severe hypoglycemia.
- ◆ Insulin glargine must not be diluted or mixed with any other insulin or solution. If insulin glargine is diluted or mixed, the solution may become cloudy and the pharmacokinetic/pharmacodynamic profile (eg, onset of action, time to peak effect) of insulin glargine and/or the mixed insulin may be altered in an unpredictable manner.
- ◆ Insulin glargine is a recombinant human insulin analog. Its potency is approximately the same as human insulin. It exhibits a relatively constant glucose-lowering profile over 24 hours that permits once-daily dosing. Give insulin glargine SC once daily at bedtime. Insulin glargine is not for IV administration. IV administration of the usual SC dose could result in severe hypoglycemia.

Initial dosing: In a clinical study with insulin-naive patients with type 2 diabetes already treated with oral antidiabetic drugs, insulin glargine was started at an average dose of 10 IU once daily, and subsequently adjusted according to the patient's need to a total daily dose ranging from 2 to 100 IU.

Changeover to insulin glargine: If changing from a treatment regimen with an intermediate- or long-acting insulin to a regimen with insulin glargine, the amount and timing of short-acting insulin or fast-acting insulin analog or the dose of any oral antidiabetic drug may need to be adjusted. In clinical studies, when patients were transferred from once-daily NPH human insulin or ultralente human insulin to once-daily insulin glargine, the initial dose was usually not changed.

Furnished by Diamond Pharmacy Services

Lantus



PREPARATION AND HANDLING

Use only if clear and colorless with no particles visible.
The syringes must not contain any other medicinal product or residue.

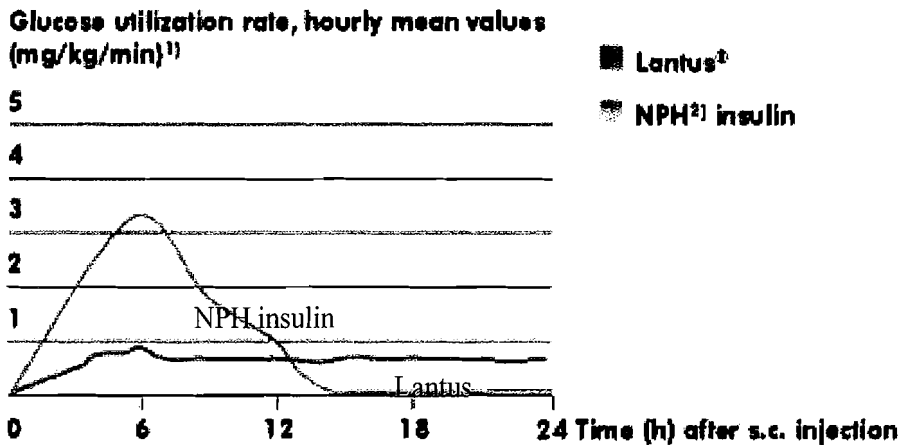
MIXING AND DILUTING

Insulin glargine must not be diluted or mixed with any other insulin or solution.

STORAGE/STABILITY

Store unopened insulin glargine vials and cartridges in a refrigerator at 2° to 8°C (36° to 46°F). Insulin glargine should not be stored in the freezer and should not be allowed to freeze. If refrigeration is not possible, the 10 ml vial or cartridge of insulin glargine in use can be kept unrefrigerated for up to 28 days away from direct heat and light, as long as the temperature is $\leq 30^{\circ}\text{C}$ (86°F). Unrefrigerated 10 ml vials and cartridges must be used within the 28-day period or they must be discarded.

Lantus® (Insulin Glargine) Prolonged, Smooth and Peakless Activity Profile



1) Lepore M et al., Diabetes 1999, 48(Suppl 1):A97, Abst 616 (20 patients with type I diabetes)

2) NPH = neutral protamine Hagedorn (crystalline suspension of human insulin with protamine and zinc)

Furnished by Diamond Pharmacy Services

Lantus



METFORMIN HCL (GLUCOPHAGE)

PRODUCT LIST

Metformin	500mg Tablet
	850mg Tablet
	1000mg Tablet
Glucophage XR	500mg Extended Release Tablet
No Generic Available	

BLACK BOX WARNING

Lactic acidosis: Lactic acidosis is a rare, but serious, metabolic complication that can occur because of Metformin accumulation during treatment; when it occurs, it is fatal in approximately 50% of cases. See Warnings.

INDICATIONS

Type 2 diabetes: As monotherapy, as an adjunct to diet and exercise to improve glycemic control in patients with type 2 diabetes.

Metformin or Glucophage XR may be used concomitantly with a sulfonylurea or insulin to improve glycemic control in adults \geq 17 years of age.

PHARMACOLOGY

Metformin is an oral antihyperglycemic drug used in the management of Type 2 diabetes mellitus. It is not chemically or pharmacologically related to any other classes of oral antihyperglycemic agents. Metformin improves glucose tolerance in subjects with type 2 diabetes, lowering basal and postprandial plasma glucose. Metformin decreases hepatic glucose production, decreases intestinal absorption of glucose and improves insulin sensitivity (increases peripheral glucose uptake and utilization). Unlike sulfonylureas, metformin does not produce hypoglycemia in patients with type 2 diabetes or healthy subjects (except in special circumstances; see Precautions) and does not cause hyperinsulinemia. With metformin therapy, insulin secretion remains unchanged while fasting insulin levels and day-long plasma insulin response may actually decrease.

The therapeutic goal should be to decrease fasting plasma glucose and glycosylated hemoglobin levels to normal or near normal by using the lowest effective dose of metformin, when used as monotherapy or in combination with a sulfonylurea or insulin.

Furnished by Diamond Pharmacy Services

Metformin



DOSING

In general, clinically significant responses are not seen at doses < 1500 mg/day. However, a lower recommended starting dose and gradually increased dosage is advised to minimize GI symptoms.

Metformin- The usual starting dose is 500 mg twice/day or 850 mg once/day, given with meals. Make dosage increases in increments of 500 mg/week or 850 mg every 2 weeks, up to a total of 2000 mg/day given in divided doses. Patients can be titrated from 500 mg twice/day to 850 mg twice/day after 2 weeks. For those patients requiring additional glycemic control, it may be given to a maximum daily dose of 2550 mg/day. Doses > 2000 mg may be better tolerated given 3 times/day with meals.

Glucophage XR- The usual starting dose is 500 mg once/day with the evening meal. Make dosage increases in increments of 500 mg/week, up to a maximum of 2000 mg once/day with the evening meal.

Concomitant metformin and sulfonylurea: If a patient has not responded to 4 weeks of the maximum dose of metformin monotherapy, consider gradual addition of an oral sulfonylurea while continuing metformin at the maximum dose, even if prior primary or secondary failure to a sulfonylurea has occurred.

If a patient has not satisfactorily responded to 1 to 3 months of concomitant therapy with the maximum doses of metformin and an oral sulfonylurea, consider institution of insulin therapy with or without metformin.

Concomitant metformin or Glucophage XR and insulin therapy in adults: Continue the current insulin dose upon initiation of metformin or metformin ER therapy. Initiate metformin or Glucophage XR therapy at 500 mg once/day in patients on insulin therapy. For patients not responding adequately, increase the dose of metformin or Glucophage XR by 500 mg after approximately 1 week and by 500 mg every week thereafter until adequate glycemic control is achieved. Individualize further adjustment based on glucose-lowering response.

PHARMACOKINETICS:

Absorption/Distribution- The absolute bioavailability of 500 mg metformin given under fasting conditions is approximately 50% to 60%. Food decreases the extent and slightly delays the absorption of metformin.

At usual clinical doses and dosing schedules, steady-state plasma concentrations are reached within 24 to 48 hours.

Metabolism/Excretion-Metformin is excreted unchanged in the urine and does not undergo hepatic metabolism (no metabolites have been identified in humans) nor biliary excretion. Renal clearance is approximately 3.5 times greater than Ccr, which indicates that tubular secretion is the major route of elimination.



Renal insufficiency: In patients with decreased renal function (based on measured Ccr), the plasma and blood half-life of metformin is prolonged and the renal clearance is decreased in proportion to the decrease in Ccr.

In clinical studies, metformin, alone or in combination with a sulfonylurea, lowered mean fasting serum triglycerides, total cholesterol, and LDL cholesterol levels and had no adverse effects on other lipid levels.

CONTRAINDICATIONS

- ◆ Renal disease or dysfunction (eg, as suggested by serum creatinine levels ≥ 1.5 mg/dL [males], ≥ 1.4 mg/dL [females] or abnormal Ccr), which also may result from conditions such as cardiovascular collapse (shock), acute MI, and septicemia.
- ◆ CHF requiring pharmacologic treatment.
- ◆ Temporarily discontinue metformin in patients undergoing radiologic studies involving intravascular administration of iodinated contrast materials because use of such products may result in acute alteration of renal function (see Drug Interactions).
- ◆ Hypersensitivity to metformin.
- ◆ Acute or chronic metabolic acidosis, including diabetic ketoacidosis, with or without coma. Treat diabetic ketoacidosis with insulin.

PRECAUTIONS

Before initiation of therapy and at least annually thereafter, assess renal function and verify as normal. In patients in whom development of renal dysfunction is anticipated, assess renal function more frequently and discontinue the drug if evidence of renal impairment is present.

Hypoglycemia: Hypoglycemia does not occur in patients receiving metformin alone under usual circumstances, but could occur with deficient caloric intake, strenuous exercise not compensated by caloric supplementation, or during concomitant use with other glucose-lowering agents (eg, sulfonylureas, insulin) or ethanol.

Most Common Adverse Reactions (> 5%) in a Placebo-Controlled Clinical Study of Metformin Monotherapy (%)		
Adverse reaction	Metformin monotherapy (n = 141)	Placebo (n = 145)
Diarrhea	53.2	11.7
Nausea/Vomiting	25.5	8.3
Flatulence	12.1	5.5
Asthenia	9.2	5.5
Ingestion	7.1	4.1
Abdominal discomfort	6.4	4.8
Headache	5.7	4.8



OVERDOSE

Hypoglycemia has not been seen even with ingestion of up to 85g of metformin, although lactic acidosis has occurred in such circumstances.



METFORMIN DRUG INTERACTIONS

Precipitant Drug	Object drug*	Description
Metformin	Glyburide	↓ Following coadministration of single doses, decreases in glyburide AUC and C max were observed, but were highly variable. The single-dose nature of this study and the lack of correlation between glyburide blood levels and pharmacodynamic effects makes the clinical significance of this interaction uncertain.
Alcohol	Metformin	↑ Alcohol potentiates the effect of metformin on lactate metabolism. Warn patients against excessive alcohol intake, acute or chronic, while receiving metformin.
Cationic drugs (eg, amiloride, digoxin, morphine, procainamide, quinidine, quinine, ranitidine, triamterene, trimethoprim, vancomycin)	Metformin	↑ Cationic drugs that are eliminated by renal tubular secretion theoretically have the potential for interaction with metformin by competing for common renal tubular transport systems. Although such interactions remain theoretical, careful patient monitoring and dose adjustment of metformin or the interfering drug are recommended in patients who are taking cationic medications that are excreted via the proximal renal tubular secretory system.
Cimetidine	Metformin	↑ Cimetidine caused an 81% increase in peak metformin plasma concentrations, a 50% increase in AUC, and a 27% decrease in average renal clearance of metformin.
Furosemide	Metformin	↑ Furosemide increased the metformin plasma and blood C max by 22% and blood AUC by 15%, without any significant change in metformin renal clearance. When administered with metformin, the C max and AUC of furosemide were 31% and 12% smaller, respectively, than when administered alone, and the terminal half-life was decreased by 32%, without any significant change in furosemide renal clearance.
Metformin	Furosemide	↓
Iodinated contrast material	Metformin	↑ Parenteral contrast studies with iodinated materials can lead to acute renal failure and have been associated with lactic acidosis in patients receiving metformin. Therefore, in patients in whom any such study is planned, withhold metformin for ≥48 hours prior to, and 48 hours subsequent to, the procedure and reinstitute only after renal function has been re-evaluated and found to be normal.
Nifedipine	Metformin	↑ Coadministration increased plasma metformin C max and AUC by 20% and 9%, respectively, and increased the amount excreted in the urine. Nifedipine appears to enhance the absorption of metformin.

* ↑ = Object drug increased. ↓ = Object drug decreased



METFORMIN BLACK BOX WARNING

Lactic acidosis: Lactic acidosis is a rare, but serious, metabolic complication that can occur because of metformin accumulation during treatment; when it occurs, it is fatal in ~ 50% of cases. Lactic acidosis also may occur in association with a number of pathophysiologic conditions, including diabetes mellitus and whenever there is significant tissue hypoperfusion and hypoxemia. Lactic acidosis is characterized by elevated blood lactate levels (> 5 mmol/L), decreased blood pH, electrolyte disturbances with an increased anion gap and an increased lactate/pyruvate ratio. When metformin is implicated as the cause of lactic acidosis, metformin plasma levels > 5 mcg/mL are generally found.

The reported incidence of lactic acidosis in patients receiving metformin is very low (~ 0.03 cases/1000 patient-years, with ~ 0.015 fatal cases/1000 patient-years). Reported cases have occurred primarily in diabetic patients with significant renal insufficiency, including intrinsic renal disease and renal hypoperfusion, often in the setting of multiple concomitant medical/surgical problems and multiple concomitant medications. Patients with CHF requiring pharmacologic management, in particular those with unstable or acute CHF who are at risk of hypoperfusion and hypoxemia, are at increased risk of lactic acidosis. The risk of lactic acidosis increases with the degree of renal dysfunction and the patient's age. Therefore, the risk of lactic acidosis may be significantly decreased by regular monitoring of renal function in patients taking metformin and by use of the minimum effective dose. In particular, treatment of the elderly should be accompanied by careful monitoring of renal function. Do not initiate metformin treatment in patients ≥ 80 years of age unless measurement of Ccr demonstrates that renal function is not reduced, as these patients are more susceptible to developing lactic acidosis. In addition, promptly withhold metformin in the presence of any condition associated with hypoxemia, dehydration, or sepsis. Because impaired hepatic function may significantly limit the ability to clear lactate, generally avoid metformin in patients with evidence of hepatic disease. Caution patients against excessive alcohol intake (acute or chronic) because alcohol potentiates the effects of metformin on lactate metabolism. In addition, temporarily discontinue metformin prior to any intravascular radiocontrast study and for any surgical procedure.

Lactic acidosis onset is often subtle and accompanied by nonspecific symptoms such as malaise, myalgias, respiratory distress, increasing somnolence, and nonspecific abdominal distress. There may be associated hypothermia, hypotension, and resistant bradyarrhythmias with more marked acidosis. The patient and the patient's physician must be aware of the possible importance of such symptoms. Instruct the patient to notify the physician immediately if these symptoms occur. Withdraw metformin until the situation is clarified. Serum electrolytes, ketones, blood glucose and, if indicated, blood pH, lactate levels, and blood metformin levels may be useful. Once a patient is stabilized on any dose of metformin, GI symptoms, which are common during initiation of therapy, are unlikely to be drug related. Later occurrence of GI symptoms could be because of lactic acidosis or other serious disease.

Levels of fasting venous plasma lactate above the upper limit of normal but < 5 mmol/L in patients taking metformin do not necessarily indicate impending lactic acidosis and may be explainable by other mechanisms, such as poorly controlled diabetes or obesity, vigorous physical activity, or technical problems in sample handling.

Suspect lactic acidosis in any diabetic patient with metabolic acidosis lacking evidence of ketoacidosis (ketonuria and ketonemia).

Lactic acidosis is a medical emergency that must be treated in a hospital setting. In a patient with lactic acidosis who is taking metformin, discontinue the drug immediately and promptly institute general supportive measures. Because metformin is dialyzable (with a clearance of up to 170 mL/min under good hemodynamic conditions), prompt hemodialysis is recommended to correct the acidosis and remove the accumulated metformin. Such management often results in prompt reversal of symptoms and recovery.



EXHIBIT M

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SORTED BY DATE

Date 07/10/02

2-02 INVOICE

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SAMPLE

TX-Rx Number	TX-Qty Dispensed	TX-Price	DG-Drug Name	DG-NDC Nbr	TX-Date Filled
07348997	60	16.87	AMITRIPTYLINE 25MG TAB	00603221332	02/01/02
07349000	30	21.95	AMITRIPTYLINE 75MG TAB	00603221521	02/01/02
07350900	12	2.28	IBUPROFEN 600MG TABLET	59762737902	02/01/02
07348441	21	6.34	AMOXICILLIN 500MG CAPSULE	55953071640	02/01/02
* 02	123	47.44			
07399815	180	38.34	TEGRETOL XR 100MG TABLET	00083006130	02/02/02
07393389	15	39.47	COMBIVENT INHALER	00597001314	02/02/02
07393480	30	29.57	GEMFIBROZIL 600MG TABLET	00093067005	02/02/02
07393270	30	54.14	NORVASC 10MG TABLET	00069154068	02/02/02
07393277	90	16.99	TREOPHYLLINE 300MG TAB SA	00258359110	02/02/02
07392523	17	17.76	ALBUTEROL 90MCG INHALER	49502033317	02/02/02
07391799	60	37.33	CAPTOPRIL 25MG TABLET	00379301210	02/02/02
07392784	14	27.25	CELEZA 40MG TABLET	00456404001	02/02/02
07392739	14	27.25	CELEZA 40MG TABLET	00456404001	02/02/02
04503655	60	31.87	LORAZEPAM 0.5MG TABLET	52544024010	02/02/02
07392991	12	1.97	DAPSONE 100MG TABLET	49938010101	02/02/02
07392884	60	11.53	CLONIDINE 0.1MG TAB*PUREPAC	00228212710	02/02/02
07392860	30	28.54	DILTIAZEM XR 240MG CAP SA	00378534001	02/02/02
07392841	30	1.97	HCTZ 25MG TABLET	00172208380	02/02/02
* 02	642	363.98			
07490904	42	29.28	CIMETIDINE 300MG TABLET	00761144805	02/04/02
07448691	60	73.70	RANITIDINE 150MG TAB	00093854410	02/04/02
07490827	21	1.56	TETRACYCLINE 500MG CAPS	00555001005	02/04/02
07059642	60	72.26	NORVASC 5MG TABLET	00069153068	02/04/02
07982227	30	36.13	NORVASC 5MG TABLET	00069153068	02/04/02
07430738	15	2.03	ARTIFICIAL TEARS SOL.	00364242772	02/04/02
07453391	17	17.76	ALBUTEROL 90MCG INHALER	49502033317	02/04/02
07453305	30	2.08	FOLIC ACID 1MG TABLET	00143124801	02/04/02
07453291	30	15.86	WARFARIN SOD 5MG TABLET	00555083305	02/04/02
07448592	20	93.18	AUGMENTIN 875 TABLET	00029608612	02/04/02
07450255	3	.67	BENZTROPINE MES 2MG TABLET	00904105780	02/04/02
07450227	15	3.64	HALOPERIDOL 2MG/ML CONC	00121058104	02/04/02
07392146	25	49.98	TIAZAC 360MG CAPSULE SA	00456261690	02/04/02
07235792	184	3.74	KERI BODY LOTION	19810053350	02/04/02
* 02	552	401.87			
07113845	90	4.48	ISOSORBIDE DN 20MG TABLET	00781169510	02/05/02
* 02	90	4.48			
07576799	270	139.56	MESTINON 60MG TABLET	00187301030	02/06/02
07578042	30	54.14	NORVASC 10MG TABLET	00069154068	02/06/02
07594608	60	49.04	DEPAKOTE 250MG TAB	00074621413	02/06/02
07594857	60	90.44	DEPAKOTE 500MG TAB	00074621513	02/06/02
07587676	14	5.00	DOXYCYCLINE 100MG CA 5440	00591544005	02/06/02
07576096	60	59.13	GEMFIBROZIL 600MG TABLET	00093067005	02/06/02
07580411	60	13.41	METAMUCIL SF ORNG PACKET	37000074108	02/06/02

*NAMES HAVE BEEN REMOVED FOR CONFIDENTIALITY PURPOSES

SORTED ALPHABETICALLY BY PATIENT

Date 07/10/02

2-02 INVOICE

Page 1

SAMPLE

TX-Rx Number	TX-Qty Dispensed	TX-Price	DG-Drug Name	DG-NDC Nbr	TX-Date Filled
07971146	30	6.66	BENZTROPINE MES 2MG TABLET	00904105780	02/14/02
07971151	60	90.44	DEPAKOTE 500MG TAB	00074621513	02/14/02
07971129	5	57.52	FLUPHENAZINE DEC 25MG/ML	63323027205	02/14/02
* AB	95 3	154.62			
07713428	30	6.66	BENZTROPINE MES 2MG TABLET	00904105780	02/07/02
09065507	30	5.57	BENZTROPINE MES 2MG TABLET	00904105780	02/28/02
* AL	60 I	12.23			
07970962	30	18.14	PREMARIN 0.625MG TABLET	00046086791	02/14/02
* AS	30 ,	18.14			
07974444	30	5.28	BENZTROPINE MES 1MG TABLET	00904105680	02/14/02
07974439	30	17.03	HALOPERIDOL 5MG TABLET	00378032710	02/14/02
* AV	60 ,	22.31			
09022497	30	36.60	CIMETIDINE 400MG TABLET	00378037205	02/20/02
07576799	270	139.56	MESTINON 60MG TABLET	00187301030	02/06/02
07578042	30	54.14	NORVASC 10MG TABLET	00069154068	02/06/02
07700355	30	76.51	PAXIL 40MG TABLET	00029321313	02/07/02
* BA	360 ,	306.81			
07399815	180	38.34	TEGRETOL XR 100MG TABLET	00083006130	02/02/02
* BA	180 S	38.34			
07393389	15	39.47	COMBIVENT INHALER	00597001314	02/02/02
09066003	15	39.47	COMBIVENT INHALER	00597001314	02/28/02
07393480	30	29.57	GENFIBROZIL 600MG TABLET	00093067005	02/02/02
07393270	30	54.14	NORVASC 10MG TABLET	00069154068	02/02/02
07393277	90	16.99	THEOPHYLLINE 300MG TAB SA	00258358110	02/02/02
* BE	180 D	179.64			
09024238	480	72.86	NYSTATIN 100000U/ML SUSP	00472132016	02/20/02
* BE	480 T	72.86			
07450904	42	29.28	CIMETIDINE 300MG TABLET	00781144805	02/04/02
09044779	90	62.74	CIMETIDINE 300MG TABLET	00781144805	02/25/02
* BO	132 ,	92.02			
09065535	30	8.26	CLOMIDINE 0.2MG TAB *PUREPA	00228212850	02/28/02
09065520	30	6.67	HYDROXYZINE*PAM*25MG CAP	00364048305	02/28/02
09065525	15	38.25	PAXIL 40MG TABLET	00029321313	02/28/02
* BR	75	53.18			
07448691	60	73.70	RANITIDINE 150MG TAB	00093854410	02/04/02
* BR	60 ,	73.70			
07450827	21	1.56	TETRACYCLINE 500MG CAPS	00555001005	02/04/02

*NAMES HAVE BEEN REMOVED FOR CONFIDENTIALITY PURPOSES

SORTED BY DRUG

Date 07/10/02

2-02 INVOICE

Page 1

SAMPLE

TX-Rx Number	TX-Qty Dispensed	TX-Price	DG-Drug Name	DG-NDC Nbr	TX-Date Filled
07573410	5	41.57	ACULAR 0.5% OPL	00023218105	02/06/02
* AC	5 P	41.57			
09000447	21	32.87	ACYCLOVIR 400MG TABLET	00093894301	02/15/02
* AC	21 N	32.87			
07392923	17	17.76	ALBUTEROL 90MCG INHALER	49502033317	02/02/02
07453391	17	17.76	ALBUTEROL 90MCG INHALER	49502033317	02/04/02
07960753	17	17.76	ALBUTEROL 90MCG INHALER	49502033317	02/13/02
* AL	51 C	53.28			
09006936	60	58.94	ALLEGRA 60MG CAPSULE	00088110247	02/16/02
* AL	60 C	58.94			
07573454	10	55.20	ALPHAGAN 0.2% OPHTH SOL	00023866510	02/06/02
* AL	10	55.20			
07575651	30	26.92	ALTACE 2.5MG CAPSULE	61570011101	02/06/02
* AL	30 C	26.92			
07348997	60	16.87	AMITRIPTYLINE 25MG TAB	00603221332	02/01/02
07575841	30	8.44	AMITRIPTYLINE 25MG TAB	00603221332	02/06/02
09065372	60	16.87	AMITRIPTYLINE 25MG TAB	00603221332	02/28/02
* AM	150	42.18			
09065478	30	14.99	AMITRIPTYLINE 50MG TAB	00603221432	02/28/02
* AM	30	14.99			
07349000	30	21.95	AMITRIPTYLINE 75MG TAB	00603221521	02/01/02
09065392	30	21.95	AMITRIPTYLINE 75MG TAB	00603221521	02/28/02
* AM	60	43.90			
07348441	21	6.34	AMOXICILLIN 500MG CAPSULE	55953071640	02/01/02
* AM	21 0	6.34			
07430738	15	2.03	ARTIFICIAL TEARS SOL.	00364242772	02/04/02
* AR	15 A	2.03			
09042677	30	16.56	ATENOLOL 25MG TABLET	00781107810	02/25/02
* AT	30	16.56			
09057948	30	24.19	ATENOLOL/CHLORTH 50/25 TAB	00677148001	02/27/02
* AT	30 R	24.19			
07448592	20	93.18	AUGMENTIN 875 TABLET	00029608612	02/04/02
* AU	20	93.18			
06629872	30	56.42	AVANDIA 4MG TABLET	00029315918	02/14/02

*NAMES HAVE BEEN REMOVED FOR CONFIDENTIALITY PURPOSES

SORTED BY PHYSICIAN

Date 07/10/02

2-02 INVOICE

Page 1

SAMPLE

TX-Rx Number	TX-Qty Dispensed	TX-Price	DG-Drug Name	DG-HDC Nbr	TX-Date Filled	DR-Doctor Code
07961098	60	167.52	TRILEPTAL 600MG TABLET	00078033805	02/13/02	CHOK
07961016	28	1.48	VITAMIN E 400IU CAPSULE	00182008201	02/13/02	CHOK
09021392	90	4.77	VITAMIN E 400IU CAPSULE	00182008201	02/20/02	CHOK
07704659	60	91.28	WELLBUTRIN-SR 150MG TAB	00173013555	02/07/02	CHOK
07706913	30	231.87	ZYPREXA 10MG TABLET	00002411704	02/07/02	CHOK
07960334	30	231.87	ZYPREXA 10MG TABLET	00002411704	02/13/02	CHOK
07961056	90	695.61	ZYPREXA 10MG TABLET	00002411704	02/13/02	CHOK
07972960	30	231.87	ZYPREXA 10MG TABLET	00002411704	02/14/02	CHOK
07709236	30	347.80	ZYPREXA 15MG TABLET	00002441560	02/07/02	CHOK
07961006	14	162.31	ZYPREXA 15MG TABLET	00002441560	02/13/02	CHOK
09021409	30	347.80	ZYPREXA 15MG TABLET	00002441560	02/20/02	CHOK
09021052	30	463.74	ZYPREXA 20MG TABLET	00002445685	02/20/02	CHOK
09041513	28	432.82	ZYPREXA 20MG TABLET	00002445685	02/23/02	CHOK
07600321	14	71.18	ZYPREXA 5MG TABLET	00002411504	02/06/02	CHOK
07713452	30	152.54	ZYPREXA 5MG TABLET	00002411504	02/07/02	CHOK
* CH	2,577	6,246.57				
09057948	30	24.19	ATENOLOL/CHLORTH 50/25 TAB	00677148001	02/27/02	MACHA
09065616	2	6.81	COGENTIN 2MG/2ML AMPULE	00006327516	02/28/02	MACHA
09065228	60	90.44	DEPAKOTE 500MG TAB	00074621513	02/28/02	MACHA
09065461	30	24.35	DOXEFIN 100MG CAPSULE	00378641010	02/28/02	MACHA
09065340	60	265.73	FLUOXETINE 40MG CAPS	49884074311	02/28/02	MACHA
09059693	30	410.52	IMITREX 50MG TABLET	00173045900	02/27/02	MACHA
07235792	184	3.74	KERI BODY LOTION	19810053350	02/04/02	MACHA
07235792	184	3.74	KERI BODY LOTION	19810053350	02/18/02	MACHA
09057850	184	3.74	KERI BODY LOTION	19810053350	02/27/02	MACHA
09057808	60	156.36	KETOCONAZOLE 200MG TAB	00093090001	02/27/02	MACHA
04304010	30	15.94	LORAZEPAM 0.5MG TABLET	52544024010	02/06/02	MACHA
09010286	50	27.11	MRPHYTON 5MG TABLET	00006004368	02/18/02	MACHA
07876799	270	139.56	MESTINON 60MG TABLET	00187301030	02/06/02	MACHA
07982227	30	36.13	NORVASC 5MG TABLET	00069153068	02/04/02	MACHA
07596092	30	74.27	PODOCON-25 LIQUID	00574060115	02/06/02	MACHA
09010312	80	18.42	PROPRANOLOL 10MG TABLET	00364075602	02/18/02	MACHA
07960583	180	127.37	ULTRAM 50MG TABLET	00045065970	02/13/02	MACHA
09057818	30	22.49	WARFARIN SOD 6MG TABLET	00555092602	02/27/02	MACHA
09065329	60	91.28	WELLBUTRIN-SR 150MG TAB	00173013555	02/28/02	MACHA
09065427	15	31.38	ZOLOFT 100MG TABLET	00049491073	02/28/02	MACHA
09065241	30	463.74	ZYPREXA 20MG TABLET	00002445685	02/28/02	MACHA
* HA	1,629	2,037.31				
07573410	5	41.57	ACULAR 0.5% OPL	00023218105	02/06/02	MOSLL
07453391	17	17.76	ALBUTEROL 90MG INHALER	49502033317	02/04/02	MOSLL
07960753	17	17.76	ALBUTEROL 90MG INHALER	49502033317	02/13/02	MOSLL
09006936	60	58.94	ALLEGRA 60MG CAPSULE	00088110247	02/16/02	MOSLL
07573454	10	55.20	ALPHAGAN 0.2% OPHTH SOL	00023866510	02/06/02	MOSLL
07575651	30	26.92	ALTACE 2.5MG CAPSULE	61570011101	02/06/02	MOSLL
07575841	30	8.44	AMITRIPTYLINE 25MG TAB	00603221332	02/06/02	MOSLL
09065478	30	14.99	AMITRIPTYLINE 50MG TAB	00603221432	02/28/02	MOSLL
09430738	15	2.03	ARTIFICIAL TEARS SOL.	00364242772	02/04/02	MOSLL

*NAMES HAVE BEEN REMOVED FOR CONFIDENTIALITY PURPOSES



EXHIBIT O

[The remainder of the page contains extremely faint and illegible text, likely bleed-through from the reverse side of the document.]

SAMPLE START UP SCHEDULE

Proposed Start Up Schedule For Your Facility



TASK	DAY
Contract Award	
Call facilities to discuss start up schedule	
Ship Policies and Procedures Manual and forms to facilities	
Discuss medication carts and fax machine needs with the facilities	
Ship medication carts and fax machines to the facilities	
Select Backup Emergency Pharmacies	
Assign a specific Diamond computer technician and billing representative	
Conduct a Diamond Entire Start Up Programs with the appropriate personnel	
Conduct on-site in-service of entire facility with staff involved with our pharmacy services	
Gather appropriate information on-site from the facility	
Initial Order Date - Review procedures and verify all orders when faxed and received	
Follow up with phone call after initial orders are received	

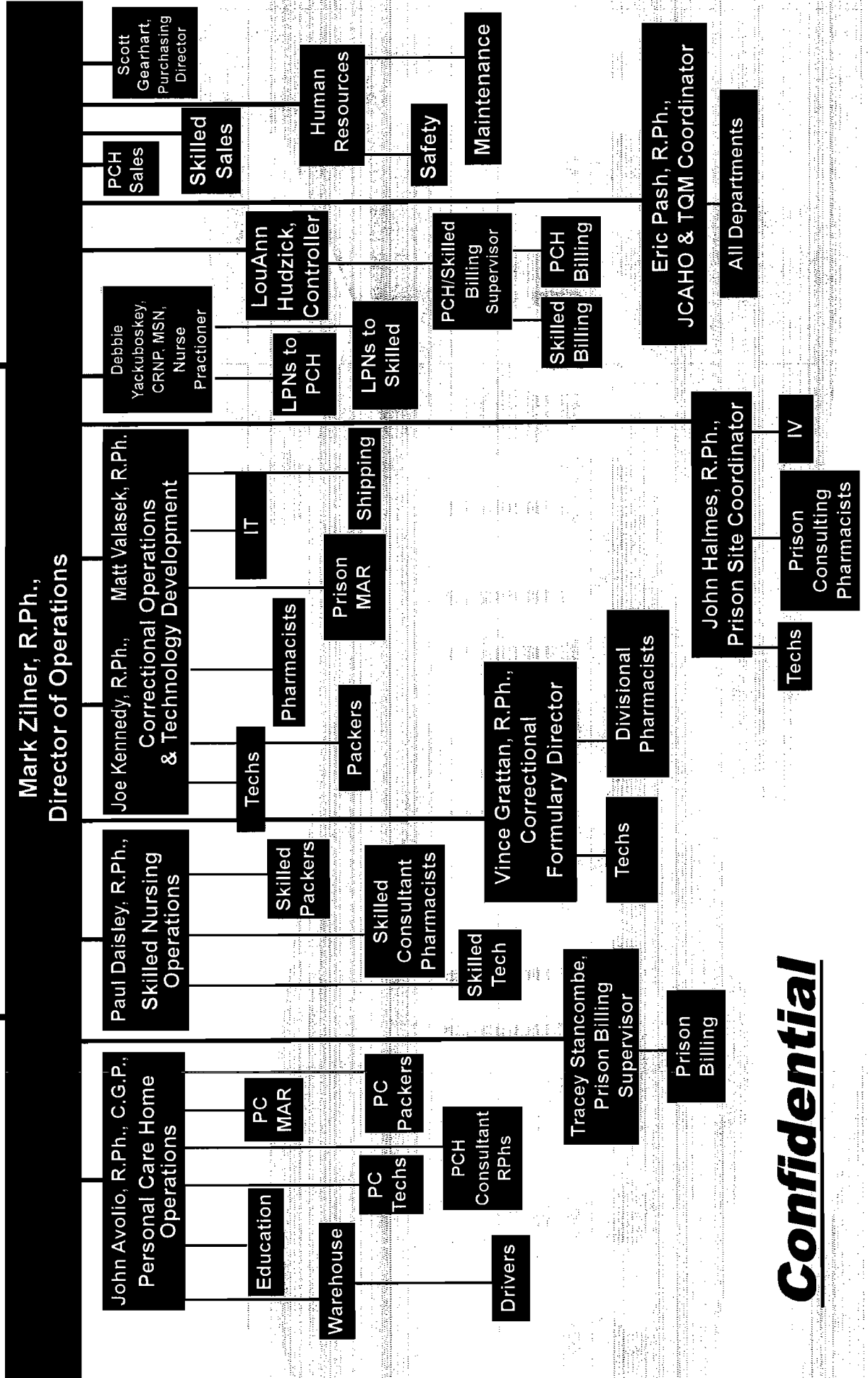


EXHIBIT P



Joan Zilner, R.Ph.,
President

Gilbert Zilner, R.Ph.,
Vice - President



Confidential

State of Missouri

Department of Economic Development
Division of Professional Registration

Missouri Board of Pharmacy
Licensed Drug Distributor



Out of State Wholesale

VALID THROUGH OCTOBER 31, 2007
ORIGINAL CERTIFICATE/LICENSE NO. 904205

DIAMOND DRUGS, INC.
DIAMOND PHARMACY SERVICES
MARK J. ZILNER, M.D.
665 KOLTER DRIVE
INDIANA, PA 15701
USA

EXECUTIVE DIRECTOR

DIVISION DIRECTOR

State of Missouri

Department of Economic Development
Division of Professional Registration

Missouri Board of Pharmacy
Pharmacy

Class - C Long Term Care

VALID THROUGH OCTOBER 31, 2007
ORIGINAL CERTIFICATE/LICENSE NO: 006492

DIAMOND DRUGS, INC
DIAMOND PHARMACY SERVICES
JOHN JAVOLIO, PIC
645 KOLTER DRIVE
INDIANA PA 15701
USA

EXECUTIVE DIRECTOR

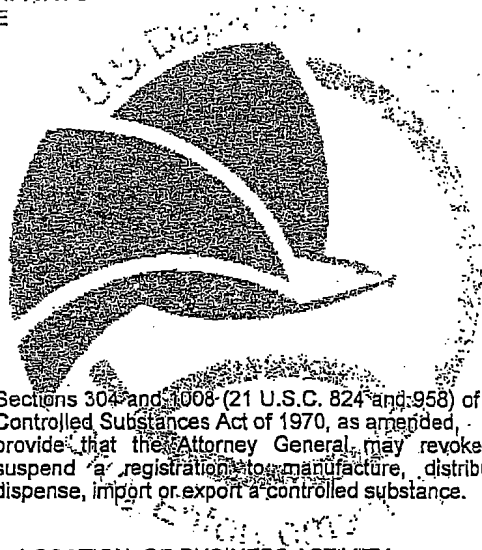
William Crighfield
DIVISION DIRECTOR

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON, D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RR0350126	04-30-2008	PAID

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2, 3,3N,4,5	MANUFACTURER	03-08-2007

REMEDYREPACK 655 KOLTER DRIVE		
INDIANA	PA	15701-0000



Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (7/05)

CERTIFICATE OF REGISTRATION

DEPARTMENT OF HEALTH

Certificate No. 1000003062

(A certificate starting with a number 4, 5 or 6 does not permit the possession or sale of controlled substances or prescription drugs.)

Category:

Manufacturer (Prescription)
Manufacturer (Non-Prescription)
Distributor (Non-Prescription)

REMEDYREPACK
655 KOLTER DRIVE
INDIANA, PA 15701

Drug & Device Registration

132 Kline Plaza
Suite A
Harrisburg, PA 17104
(717) 787-4779

The above business is registered in the required category to conduct and maintain a facility in accordance with the provisions of the Controlled Substance, Drug, Device and Cosmetic Act #64, approved September 9, 1972.

Issuance Date: February 28, 2006

Expiration Date: The Last Day of March, 2008



Richard H. Lee
Deputy Secretary for Quality Assurance



Calvin B. Johnson, M.D., M.P.H.
Secretary of Health

NOTE: THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES.

PENNSYLVANIA PHARMACY LICENSE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO Box 2639 Harrisburg PA 17105-2649

04-221130

License Type
Pharmacy

License Status
Active

Initial License Date
02/17/1989


Expiration Date
09/31/2007

License Number
PP414152L

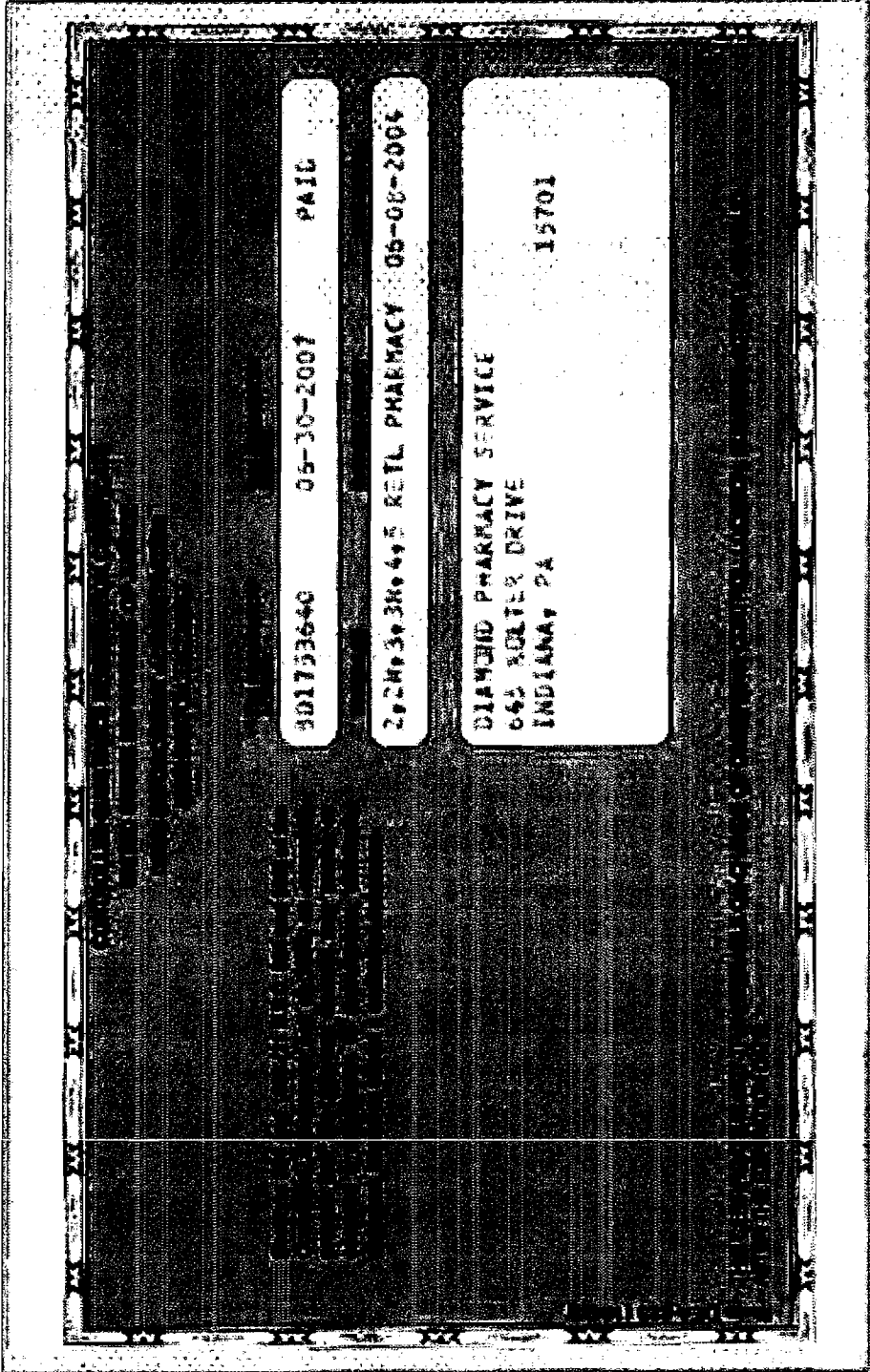
Licensee Information
DIAMOND PHARMACY SERVICES
JOHN JOSEPH AVOLIO
645 KOLTER DRIVE
ROMANIA PA 15701

David L. Mendenhall
Commissioner of Professional and Occupational Affairs

[Signature]



DRUG ENFORCEMENT AGENCY LICENSE





CURRICULUM VITAE

CONFIDENTIAL

**Administrative Director - Mark J. Zilner, R.Ph., Director of Operations, Owner
Contract Monitor, Oversee Contract Initial Set-up and Conversion**

Mark is a registered pharmacist and one of the owners of Diamond Pharmacy Services and is fully dedicated to the management of correctional facilities. Mark has been implementing pharmacy programs for Diamond's correctional facilities for nearly 14 years. With Diamond being the largest correctional provider in the nation, he has experience in managing a wide variety of facilities. He oversees policies and procedures, production, drug formulary design, managed care director, cost containment studies, mail order services, etc. Directors of implementation of Diamond Pharmacy's pharmacy program for most of Diamond's correctional facilities and has been directly involved with all of Diamond's correctional contracts. Mark has had oversight on most of our facilities' start ups gaining him knowledge in a wide variety of settings. Some of the projects include setting up the Pennsylvania Department of Correction's facilities. He was responsible for initiating the pharmaceutical program for nearly 40,000 inmates consisting of a regional drug formulary, initiating inmate self medication program and cost containment programs for the first program of its kind when the Pennsylvania Department of Corrections regionalized its facilities with a Medical Group. Mark has played a large roll of coordinating the transition of pharmacy services with Corrections Corporation of America (CCA) for 59,496 inmates at 61 sites in 20 states and the District of Columbia and Puerto Rico. This transition plan was coordinated within 90 days with the start of service with all facilities on the same day. Mark was also the primary contact person in setting up large contracts such as with the Virginia, New York, Kentucky, Illinois, Iowa, Kansas, Hawaii, Oklahoma, and Montana Department of Corrections and larger jail facilities such as Orleans Parish Prison, Fresno County Jail, etc.

- ◆ 14 years of clinical pharmacy experience
- ◆ 14 years of correctional experience
- ◆ Clinical Consultant Pharmacist
- ◆ Graduate of Northeastern University, 1991
- ◆ Board Member, Senior Care Pharmacy Alliance
- ◆ Continuing Education, American Society of Consultant Pharmacists
- ◆ Clinical Internship, Veteran's Association Hospital, Boston, MA
- ◆ Registered Pharmacist, Pennsylvania, Arkansas, Tennessee, Michigan, Louisiana & Nebraska
- ◆ Member, Pharmacy & Therapeutics Society
- ◆ Member, American Correctional Association
- ◆ Member, American Jail Association
- ◆ Member, American Society of Consultant Pharmacists
- ◆ Member, Indiana County Pharmaceutical Association
- ◆ Member, National Home Infusion Association

Gilbert Zilner, R.Ph., P.D. Vice President, Owner, Consultant

Gib will be involved with the basic management of the contract, consulting, and internal operations. He has thirty-five years experience in clinical pharmacy consulting to institutions performing drug regimen reviews, ensuring OBRA, psychotropic protocols, nursing med pass reviews, OSHA requirements, med room reviews, etc. Gib is an expert on pharmacy and nursing laws and regulations. He will keep facilities up to date on current regulations and policies. Gib has a firm understanding of Diamond's procedures and correctional facility needs and is responsible for different facilities throughout United States. His involvement in the set up includes writing Policies and Procedures, conversion to Diamond Pharmacy system, formulary development and ongoing facility maintenance.

- ◆ 45 years of clinical pharmacy experience
- ◆ 23 years of correctional experience
- ◆ Graduate of Duquesne University, 1960
- ◆ Continuing Education, Duquesne University & the University of Pittsburgh
- ◆ Member, American Jail Association
- ◆ Member, American Society of Consultant Pharmacists, FASCP
- ◆ Member, Indiana County Pharmaceutical Association
- ◆ Member, National Community Pharmacist Association
- ◆ Member, Pennsylvania Health Care Association
- ◆ Member, Knights of Columbus
- ◆ Past President, Aging Services, Indiana Chapter
- ◆ Licensed Surgical Fitter
- ◆ Honorary Deputy Sheriff, Indiana County
- ◆ Member Airport Authority of Indiana County

Joan R. Zilner, R.Ph., President, Owner, Consultant

Joan has a firm understanding of Diamond's procedures and correctional facility needs. Joan is responsible for different facilities throughout United States.

- ◆ Graduate of Duquesne University, 1960
- ◆ 23 years of correctional experience
- ◆ Member, Indiana County Pharmaceutical Association
- ◆ Member, Pennsylvania Pharmaceutical Association
- ◆ Board Member and Assistant Treasurer, American Red Cross
- ◆ Board Member, Indiana County Chamber of Commerce
- ◆ Volunteer, Indiana Hospital
- ◆ Member, Youth Mentoring Program of Indiana County Technology Center
- ◆ Member Finance Council, St. Bernard's Church

25 yrs.

Thomas J. Seifert, R.Ph.

- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1979
- ◆ 17 years of correctional experience
- ◆ Member, American Diabetes Association
- ◆ Member, Indiana County Pharmaceutical Association
- ◆ Member, Pennsylvania Pharmaceutical Association



24 yrs.

John J. Avolio, R.Ph., C.G.P.

- ◆ Certified Geriatric Pharmacist, 2000
- ◆ 24 years of long-term care / personal care / correctional and detention experience
- ◆ Graduate of Temple University, 1982
- ◆ Graduated Magna Cum Laude
- ◆ Member, American Society of Consultant Pharmacists
- ◆ Member, Indiana County Pharmaceutical Association
- ◆ Member, Pennsylvania Pharmaceutical Association
- ◆ Clinical Consultant Pharmacist - 13 years
- ◆ Writes and implements drug formulary/disease state management programs
- ◆ In charge of formulating policies and procedures for personal care facilities
- ◆ Reviews and aids in coordination, as part of the IV team, of IV policies and procedures
- ◆ Instructs personal care administrator's course to PA personal care administrators
- ◆ Conducts educational inservices and seminars to PA personal care associates
- ◆ Instructs Medical Terminology, Anatomy and Physiology, and Pharmacology at Cambria County Community College

13 yrs.

John F. Halmes, R.Ph.

John has a firm understanding of Diamond's procedures and correctional facility needs. John is responsible for maintaining different facilities throughout United States. John's involvement in the set up includes writing Policies and Procedures, conversion to Diamond Pharmacy system, formulary development and ongoing facility maintenance. Formulary management is also required to assist facilities in reducing their costs. He has a thorough knowledge of operations at Diamond.

- ◆ 13 years of correctional experience
- ◆ Licensed in Pennsylvania, Colorado and Utah
- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1993
- ◆ Internship - Pittsburgh Cancer Institute, Greater Pittsburgh Rehabilitation
- ◆ Member, Pennsylvania Pharmaceutical Association

12 yrs.

Eric M. Pash, R.Ph., Director of JCAHO

- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1994
- ◆ Clinical Internship, University of Pittsburgh Medical Center Liver Transplant Outpatient Clinic
- ◆ 12 years long-term care, assisted living and correctional experience
- ◆ 7 years experience as skilled nursing facility consultant
- ◆ 3 years experience as correctional consultant pharmacist
- ◆ Chairman of JCAHO Committee
- ◆ Performance Improvement Coordinator
- ◆ Assists with Narcotic Inventory Control

- ◆ Develops, establishes, and ensures the assimilation and provision of comprehensive information on drugs and their actions to healthcare professional staff and patients
- ◆ Guest lecturer for cardiac rehabilitation graduate course at Indiana University of Pennsylvania
- ◆ Member, American Society of Consultant Pharmacists
- ◆ Assistant Editor/Contributing Editor Diamond Pharmacy Services Quarterly Newsletter

11 yrs.

John Allen, R.Ph.

- ◆ 10 years of correctional experience
- ◆ Licensed in Pennsylvania and California
- ◆ Graduate of University of Pittsburgh School of Pharmacy
- ◆ Member and Fellow of American Society of Consultant Pharmacists
- ◆ 17 years experience in long-term care pharmacy as a dispensing pharmacist and consultant pharmacist

10 yrs.

Paul R. Daisley, R.Ph. – Director of Nursing Facility Services

- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1986
- ◆ Clinical internship, Children’s Hospital of Pittsburgh
- ◆ In charge of formulating and implementing policies and procedures for Skilled Nursing Facilities
- ◆ 15 years experience in long term care pharmacy as a dispensing pharmacist and consultant pharmacist, sales representative, and supervisor
- ◆ Member, American Society of Consultant Pharmacists
- ◆ Member, Pennsylvania Pharmaceutical Association
- ◆ 10 years of correctional experience

10 yrs.

Vince Grattan, R.Ph., Director of Formulary Management

Vince currently manages Pennsylvania Department of Corrections, Illinois Department of Corrections and Corrections Corporation of America’s facilities. Vince is directly in charge of all of Diamond’s correctional clinical issues and formulary management for over 401,000 inmates and has a firm understanding of Diamond’s procedures and correctional facility needs. Vince’s involvement in the set up includes writing, developing and updating a drug formulary, setting up a non-formulary process, overseeing our formulary management reports, making cost effective recommendations, keeping facilities up dated on clinical issues, new medications, medication backorders, etc., conversion to Diamond’s system, formulary development and ongoing facility maintenance. He is involved in education on new medications and generic medications and judges if they are clinically cost effective to be placed on our drug formulary. He develops clinical pathways and outcomes and discusses all relevant clinical information with the appropriate prescribers.

- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1996
- ◆ Graduated Magna Cum Laude
- ◆ 10 years of correctional experience
- ◆ Elected to Alpha Omicron Chapter of RHO CHI Honor Society



- ◆ Internship, Windber Hospital
- ◆ Chief Editor, Diamond Pharmacy Newsletter
- ◆ Co-Development of Diamond Pharmacy Disease Management and Managed Care Program

10 yrs.

Matthew Casella, R.Ph.

- ◆ 6 years retail experience
- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1996
- ◆ Elected to Phi Eta Sigma National Honor Society
- ◆ Elected to Golden Key National Honor Society
- ◆ Internship, West Penn Hospital, Shadyside Hospital, Quantum Health Services
- ◆ 4 years correctional experience
- ◆ 2 years correctional consultant pharmacist

10 yrs.

Matthew Valasek, R.Ph., MBA, Director of Correctional Services

- ◆ Director of Technology
- ◆ 9 years of correctional experience
- ◆ 3 years retail experience
- ◆ Masters of Business Administration, University of Pittsburgh, 1998
- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1994
- ◆ Graduated Magna Cum Laude
- ◆ RHO CHI Pharmacy Honor Society
- ◆ Internship, Presbyterian University Hospital, St. Francis Hospital

8 yrs.

Matthew D. Risko, R.Ph.

- ◆ Certified HIV Pharmacist
- ◆ 8 years correctional experience
- ◆ 5 years retail experience
- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1993
- ◆ Co-Editor of Diamond HIV Newsletter
- ◆ Internship, Children's Hospital ICU
- ◆ PA Mid-Atlantic AIDS Education and Training Program, 2004

8 yrs.

Timothy E. Welsh, R.Ph.

- ◆ 8 years correctional / long-term care experience
- ◆ 6 years retail experience
- ◆ Graduate of Duquesne University, 1992
- ◆ Member of American Society of Consultant Pharmacists
- ◆ Clinical Consultant Pharmacist for skilled facilities and various sites within the Virginia Department of Corrections
- ◆ Clinical Internship, Mercy Hospital of Pittsburgh, Forbes Regional Hospital in Monroeville, PA
- ◆ Active Alumni Member of Phi Delta Chi Prof. Pharmacy Fraternity
- ◆ Volunteer at VA Psychiatric Hospital & Methadone Clinic, Pittsburgh, PA

7 yrs.

Joseph P. Kennedy, R.Ph., Director of Correctional Services

- ◆ Oversees daily workflow, oversees personnel and scheduling, and develops internal workflow schemes
- ◆ Consultant Pharmacist for Skilled Facilities
- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1974 Cum Laude
- ◆ 30 years experience in long-term care and retail
- ◆ 8 years experience consultant pharmacist
- ◆ 7 years correctional experience
- ◆ Member, American Society of Consultant Pharmacists
- ◆ Member, Indiana County Pharmaceutical Association
- ◆ Member, Pennsylvania Pharmaceutical Association

7 yrs.

Paula Jasper, R.Ph., MBA

- ◆ Masters of Business Administration, Duquesne University, 1989
- ◆ Graduate of Duquesne University, 1988
- ◆ 7 years retail experience
- ◆ 6 years correctional experience
- ◆ 3 years pharmaceutical sales – Eli Lilly and Company
- ◆ Member of Phi Eta Sigma Honor Society
- ◆ Member of Phi Kappa Phi Honor Society
- ◆ Volunteer: United Way, American Cancer Society, Indiana Regional Medical Center Auxiliary and American Heart Association

7 yrs.

Helen H. Coleman, R.Ph.

- ◆ Graduate of Duquesne University
- ◆ 13 years retail experience
- ◆ 11 years long-term care experience
- ◆ 1 year assistant store manager
- ◆ 7 years Consultant Pharmacist

7 yrs.

Lisa A. Berezansky, R.Ph.

- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1996
- ◆ Graduated Magna Cum Laude
- ◆ Member, American Society of Consultant Pharmacists
- ◆ 5 years retail experience
- ◆ 7 years correctional experience
- ◆ 7 years long term care experience
- ◆ 4 years Consultant Pharmacist
- ◆ Account Specialist to Oklahoma Department of Corrections

7 yrs.

Nicole E. Sell, R.Ph.

- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1997
- ◆ Hospital, retail and long-term care experience
- ◆ 7 years correctional experience



7 yrs.

Michelle Snyder, R.Ph.

- ◆ 5 years retail experience
- ◆ 7 years correctional experience
- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1994
- ◆ Graduated Magna Cum Laude
- ◆ Rho Chi Pharmacy Honor Society
- ◆ Golden Key National Honor Society

7 yrs.

Stefan Beck, R.Ph.

Stefan has a firm understanding of Diamond's procedures and correctional facility needs. Stefan is responsible for different facilities throughout United States and is our New York Department of Corrections representative. Stefan's involvement in the set up includes writing Policies and Procedures, conversion to Diamond Pharmacy system, formulary development and ongoing facility maintenance. Formulary management is also required to assist facilities in reducing their costs.

- ◆ Clinical HIV Pharmacist
- ◆ 4 years retail experience
- ◆ 7 years correctional experience
- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1996
- ◆ Golden Key National Honor Society
- ◆ Registered in Pennsylvania and Arizona
- ◆ Graduated Magna Cum Laude
- ◆ Co-Editor of Diamond HIV Newsletter
- ◆ 6 years Correctional Consultant
- ◆ Assisted in development of Diamond's Therapeutics Department

6 yrs.

Gustave A. Gabrielson, R.Ph., Clinical Consultant Pharmacist

Gus has a firm understanding of Diamond's procedures and correctional facility needs. Gus is responsible for different facilities throughout United States and oversees many of our larger sites. Gus' involvement in the set up includes writing Policies and Procedures, conversion to Diamond Pharmacy system, formulary development and ongoing facility maintenance. Formulary management is also required to assist facilities in reducing their costs.

- ◆ Graduate University of Pittsburgh School of Pharmacy, 1992
- ◆ 6 years correctional experience
- ◆ Diamond Account Executive for the PA DOC- 40,000 inmates in 26 facilities
- ◆ Responsible for daily PA DOC operations, policy and procedures, medication utilization review, cost containment, etc.
- ◆ PA DOC statewide pharmacy and therapeutic representative for Diamond
- ◆ Member of the PA DOC Pain Management Task Force
- ◆ Member of the PA DOC Strategic Planning Committee
- ◆ Member of (MCCA) Maryland County Correctional Association
- ◆ Account Executive for Diamond for a comprehensive healthcare group
- ◆ COSTEP (Commissioned Officer Student Training Externship Program) at the Food and Drug Administration in Rockville, MD. Development of Federal Register, Orange Book

- ◆ 8 years of retail pharmacy experience- pharmacy manager with Rite-Aid
- ◆ Kappa Psi Pharmaceutical Fraternity
- ◆ Awarded Fern Michaels Scholarship, 1991
- ◆ Awarded Upjohn Pharmaceutical Research Award, 1992
- ◆ Co-Authored 4 publications in the International Journal of Pharmaceutics

6 yrs.

Jeffrey Smith, R.Ph., Clinical Consultant Pharmacist

- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1994
- ◆ 6 years correctional experience
- ◆ 3 years retail experience
- ◆ 3.5 years Drug Information experience
- ◆ Clinical Internship – University of Pittsburgh Medical Center – Liver Transplant
- ◆ Internship, Braddock Medical Center
- ◆ Kappa Psi Pharmaceutical Fraternity
- ◆ USX Fellowship Scholarship Recipient 1993-1994

6 yrs.

Craig Olsen, R.Ph.,

- ◆ Graduate of Duquesne University, 1994
- ◆ 7 years of retail experience
- ◆ 6 years correctional experience
- ◆ Clinical Internship – St. Francis Psychiatric (Pittsburgh)
- ◆ 4 years Correctional Consultant
- ◆ JCAHO Committee member

6 yrs.

Diane Bell, R.Ph.

- ◆ Graduate of Duquesne University, 1995
- ◆ Graduated Cum Laude
- ◆ Rho Chi Pharmacy Honor Society
- ◆ Lambda Kappa Sigma Pharmacy Fraternity
- ◆ 6 years retail experience
- ◆ 6 years correctional experience

6 yrs.

Jeff DiGiorgio, R.Ph.

- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1990
- ◆ 12 years of retail experience/ store management
- ◆ 3 year district pharmacy trainer
- ◆ 3 year risk management trainer/auditor
- ◆ Smoking Cessation Advisory Program
- ◆ District Pharmacy Forum member/ advisor
- ◆ Member of the JCAHO Committee and Therapeutics Committee at Diamond Pharmacy Services
- ◆ 6 years correctional experience
- ◆ 3 years correctional consultant pharmacist
- ◆ 3 years skilled nursing home consultant
- ◆ 3 years assisted living consultant
- ◆ Member, ASCP

- 5 yrs. **Leslie McGaughey, R.Ph.**
- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1992
 - ◆ Clinical Internship – Nutritional Support Staff
 - ◆ 9 years retail experience
 - ◆ 6 years as a Pharmacy Manager
 - ◆ 5 years long-term care / correctional experience
 - ◆ Narcotic Inventory Control Coordinator
 - ◆ JCAHO committee member
- 5 yrs. **Melanie Wilden, R.Ph.**
- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1998
 - ◆ Graduated Summa Cum Laude
 - ◆ Golden Key National Honor Society
 - ◆ 3 years retail experience, 5 years correctional experience
- 5 yrs. **Sherry Sowers, R.Ph.**
- ◆ Graduate of Ohio Northern University, 1988
 - ◆ 5 years correctional experience
- 5 yrs. **Brian Delauter, Pharm. D.**
- ◆ Graduate of University of Pittsburgh School of Pharmacy, 2001
 - ◆ 5 years correctional experience
 - ◆ Member of Phi Eta Sigma Honors Society
 - ◆ Member of Golden Key National Honor Society
 - ◆ Awarded Bristol Myers Squibb Student Research Fellowship
- 5 yrs. **Tammy Yosurack, R.Ph.**
- ◆ Graduate of University of Pittsburgh School of Pharmacy
 - ◆ 4 years retail experience
 - ◆ 3 years long-term care experience
 - ◆ 5 years correctional experience
 - ◆ Operations Manager - RemedyRepak
- 5 yrs. **Charles W. Schiefer, R.Ph.**
- ◆ Graduate of Philadelphia College of Pharmacy & Science, 1974
 - ◆ 31 years long term care and retail experience
 - ◆ 17 years retail management
 - ◆ 5 years correctional experience
 - ◆ Who's Who in American Colleges and Universities, 1973-1974
 - ◆ Who's Who in the East, 1981-1982, 1983-1984
 - ◆ Chairman of Health System Agency (Armstrong-Indiana County) 1981-1984
 - ◆ Member of Regional Health System Agency Board (Southwestern PA) 1981-1984
 - ◆ Member of the JCAHO Committee and Error Committee at Diamond Pharmacy Services

- ◆ Currently oversees 89 facilities with Correction Services Corporation, Advanced Health Care and numerous independent facilities. This involves setup and conversion to Diamond's system, formulary development and ongoing day to day facility maintenance and oversight of the facilities.

5 yrs.

Wenby Bossart, R.Ph.

- ◆ Graduate of Duquesne University, 1978
- ◆ 23 years of hospital pharmacy experience
- ◆ 8 years of clinical pharmacy experience
- ◆ 5 years of correctional pharmacy experience
- ◆ Consultant pharmacist to nursing facilities

5 yrs.

Jonathan Previte, Pharm. D.

- ◆ Graduate of Duquesne University, 2001
- ◆ Specialty concentration in pharmacy management
- ◆ Retail experience
- ◆ Registered in Virginia and Pennsylvania
- ◆ 5 years correctional and long-term care experience
- ◆ Correctional consultant pharmacist in and out of state

4 yrs.

Fred Eaton, Pharm. D.

Fred has a firm understanding of Diamond's procedures and correctional facility needs. Fred is responsible for different facilities throughout United States and is our Kansas Department of Corrections representative. Fred is involved with project design and facility setup, medication room inspections, staff in-servicing, ongoing maintenance and onsite services for your facility. Formulary management is also required to assist facilities in reducing their costs.

- ◆ Graduate of Duquesne University, 2002
- ◆ Graduated Cum Laude
- ◆ 4 years correctional experience
- ◆ 4 years long term care experience
- ◆ 4 years correctional consultant pharmacist

4 yrs

Derek Campbell, R.Ph.

- ◆ Graduate of University of Pittsburgh, 2000
- ◆ 4 years correctional experience

4 yrs.

Denise Zahorchak, R.Ph.

Denise is responsible for many jails across the United States, and works with the Kansas DOC, along with other contracts with CCS. She is involved with new facility start-ups, med room inspections and formulary management for these contracts.

- ◆ Graduate of Duquesne University, 1992
- ◆ Graduate Cum Laude

- ◆ Rho Chi Honor Society
- ◆ Clinical consultant pharmacist for long term care skilled facilities
- ◆ 10 years retail experience
- ◆ 8 years pharmacy manager
- ◆ 4 years long term care experience
- ◆ 4 years correctional experience

4 yrs.

Barry Uhron, R.Ph.

- ◆ Graduate of University of Pittsburgh, 1997
- ◆ 4 years correctional experience

3 yrs.

Matthew Catanzaro, R.Ph.

- ◆ Graduate of Duquesne University, School of Pharmacy, 1995
- ◆ Currently licensed in Ohio and Pennsylvania
- ◆ 4 years hospital experience
- ◆ 8 years retail experience
- ◆ 3 years correctional experience
- ◆ Active Alumni Member of Phi Delta Chi Prof. Pharmacy Fraternity
- ◆ Phi Lambda Sigma - Professional Leadership Society

3 yrs.

Bonnie Arbuckle, Pharm. D.

- ◆ Graduate of University of Pittsburgh School of Pharmacy, 2000
- ◆ Graduated Summa Cum Laude
- ◆ Rho Chi Pharmacy Honor Society
- ◆ 3 years hospital experience
- ◆ 3 years correctional experience

3 yrs.

Jeffrey Thomas, R.Ph.

- ◆ Graduate of University of Pittsburgh School of Pharmacy, 1977
- ◆ 14 years hospital experience/ pharmacy supervisor
- ◆ 10 years long term care experience
- ◆ 4 years retail experience
- ◆ 3 years correctional experience

2 yr.

Heather Zahorchak, Pharm. D.

- ◆ Graduate of University of Pittsburgh School of Pharmacy, 2001
- ◆ Provost's Scholar
- ◆ Internship, Shadyside Hospital, Conemaugh Memorial Medical Center, Ebensburg Center
- ◆ 5 years retail experience
- ◆ 2 years correctional experience

2 yr.

Beth Paul, R.Ph.

- ◆ Graduate of Duquesne University School of Pharmacy, 1998
- ◆ Graduated Cum Laude
- ◆ Member Rho Chi Honor Society



- ◆ Member Lambda Kappa Sigma
- ◆ 7 years retail experience
- ◆ 2 years correctional experience

2 yr.

Patricia Swartz, R.Ph.

- ◆ Graduate of University of Pittsburgh, School of Pharmacy, 1997
- ◆ Graduated Cum Laude
- ◆ University of Utah School on Alcoholism and Other Drug Dependencies, Professional Credits, 1995
- ◆ Elected to Golden Key National Honor Society
- ◆ 10 years retail experience
- ◆ 2 years correctional experience

1 yr.

Camillo Bufalo, R.Ph.

- ◆ Graduate of Philadelphia College of Pharmacy, 1996
- ◆ 7 years retail experience
- ◆ 1 year hospital experience
- ◆ 1 year correctional experience

1 yr.

Lindsay Minich, Pharm. D.

- ◆ Graduate of Duquesne University School of Pharmacy, 2005
- ◆ Graduated Cum Laude
- ◆ Member Rho Chi Honor Society
- ◆ Member Kappa Epsilon Professional Pharmacy Fraternity, 2001-2005
- ◆ Former Chair of National Project Committee
- ◆ Member of Academy of Managed Care Pharmacists, 2001-2003
- ◆ Former New Membering Coordinator
- ◆ Duquesne University Equestrian Team (2001)
- ◆ Internship, MedFast Pharmacy, Eckerd Pharmacy, McCabe Drug Store
- ◆ Rotation, Dubois Regional Medical Center, Mercy Hospital (Pediatric), Allegheny Toxicology Lab, Medicine Shoppe, Klingensmith's Drug Store
- ◆ 1 year correctional experience

1 yr.

David Ratkus, R.Ph

- ◆ Graduate of Temple University School of Pharmacy, 1989
- ◆ 13 years retail experience
- ◆ 3 years long term care experience
- ◆ 1 year correctional experience

1 yr.

Annette Harris, R.Ph.

- ◆ Graduate of Duquesne University School of Pharmacy, 1984
- ◆ 18 years retail experience
- ◆ 10 years retail management experience
- ◆ Internship Allegheny General Hospital
- ◆ 3 years hospital experience
- ◆ 1 year correctional experience



- 1 yr. **Jennesa Haight, R.Ph.**
- ◆ Graduate of Duquesne University School of Pharmacy, 1996
 - ◆ Currently licensed in Virginia and Pennsylvania
 - ◆ 9 years retail experience
 - ◆ 1 year correctional experience
- 1 yr. **Yvette Fields MacGregor, R.Ph.**
- ◆ Graduate of University of Georgia, College of Pharmacy, 1979
 - ◆ Currently licensed in Georgia and Pennsylvania
 - ◆ 22 years experience in acute and long-term inpatient facility
 - ◆ 9 years supervisor experience in acute and long-term care psychiatric facility
 - ◆ 5 years experience in acute-care hospital
 - ◆ 3 years experience in acute care hospital within psychiatric facility
 - ◆ 5 years experience in skilled nursing home
 - ◆ 4 years retail experience
 - ◆ 1 year correctional experience
- 6 mo. **Deborah Milto, Pharm. D.**
- ◆ Graduate of Duquesne University School of Pharmacy, 1980
 - ◆ Doctor of Pharmacy from Duquesne University, 1997
 - ◆ Certified in Smoking Cessation, Hyperlipidemia, and Anticoagulation
 - ◆ Extensive clinical rotation in Infectious Disease Excelsa Hospital System – Latrobe Hospital
 - ◆ American Heart Association Achievement in Education Award 2005
 - ◆ Professor of Pharmacy Law and Ethics at CCAC
 - ◆ Adverse Drug Reaction Coordinator of Diamond Pharmacy Services
 - ◆ Member of the JCAHO, Medication Error, and Performance Improvement committees at Diamond Pharmacy Services
 - ◆ Currently licensed in Pennsylvania
 - ◆ 26 years hospital clinical experience
 - ◆ 6 months correctional experience
- 6 mo. **Melissa Curtis, Pharm. D.**
- ◆ Graduate of Mercer University, Southern School of Pharmacy in Atlanta, GA, 1996
 - ◆ Internship rotations in metabolic support, internal medicine, psychiatry, geriatrics, industry, ambulatory, retail and ventilator hospital pharmacy
 - ◆ Currently licensed in Tennessee and Pennsylvania
 - ◆ 7 years retail experience, 4 years as Pharmacy Manager
 - ◆ 2 ½ years hospital experience
- 6 mo. **Paul Decker, Pharm. D.**
- ◆ Graduate of University of Pittsburgh School of Pharmacy, 2006
 - ◆ Graduated Summa Cum Laude
 - ◆ 6 months long term care experience
 - ◆ 6 months correctional experience
 - ◆ Member of American Pharmacist Association
 - ◆ Member of American Society of Consultant Pharmacists

- ◆ Member of Rho Chi National Pharmacy Honors Society; Alpha Omicron Chapter
- ◆ Former member of National Community Pharmacists Association and American Pharmacists Association Academy of Students of Pharmacy
- ◆ Internship University of Pittsburgh Medical Center, DuBois Regional Medical Center, Rx Partners LTC-UPMC



CONTROLLER / CHIEF FINANCIAL OFFICER

9 yrs.

Lou Ann C. Hudzick, Chief Financial Officer (CFO)

Preparation of all financial reporting

Management of cash flows

Financial decisions for daily operations and new facility construction

Supervision of all purchasing activities

Setting standards and procedures relating to accounting functions

Supervision of accounts receivable activities

Establishing written policies and procedures for the accounts receivable function

Establishing procedures for Medicare, Medicaid, Third Party and private pay

billing of prescription medications and durable medical equipment

Corporate compliance with State and Federal healthcare code

Received a Masters in Business Administration from Indiana University of Pennsylvania, Indiana, PA 15701 in May 1995

Graduated Cum Laude from Indiana University of Pennsylvania, Indiana, PA 15701, Majoring in Finance with Minors in Accounting and Economics in May of 1991.

BILLING COORDINATOR

11 yrs.

Tracey Stancombe, Correctional Billing Supervisor

Tracey has over 11 years experience in overseeing correctional facility invoices and formulary management reports for the PA DOC. Tracey customizes invoices and reports specific to the department's requested format.

PHARMACY TECHNICIAN SUPERVISOR

6 yrs.

Vanessa Henry, Pharmacy Technician Supervisor

Nikki Tuskey, Pharmacy Technician Supervisor

Vanessa and Nikki will both oversee the processing of orders and computer technicians to ensure orders are shipped to your facility accurately and timely. They both have excellent management skills and are very aware of the department's requirements.

MEDICATION ADMINISTRATION RECORDS (MAR) SUPERVISOR

13 yrs.

Sharon Bash, MAR Supervisor

Sharon oversees our prison and nursing facility medical records department and has over 9 years experience processing MAR's and also has 4 years experience as a pharmacy technician.

INFORMATION TECHNOLOGY COORDINATOR

2 yrs.

Joel Akmal, IT Coordinator

Joel was recruited to establish and manage enterprise-wide Information Technology program. He oversees company efforts to identify and evaluate all critical systems. Designs and implements information processes and procedures. He coordinates with all outside vendors and customers regarding any and all Information Technology needs and makes key decisions for IT and communications related issues.

- ◆ Designed and implemented company wide LAN/WAN environment.
- ◆ Spearheaded the creation of a company wide help desk solution.
- ◆ Implemented a complete Document Management system for company records.
- ◆ Responsible for maintaining pharmacy application systems.
- ◆ Created company policies and procedures governing corporate security, email and internet usage, access control and incident response.
- ◆ Managed the installation of NEC PBX system
- ◆ Developed training program for all Diamond Applications.



EXHIBIT Q

Indiana County Office of Planning & Development

EXECUTIVE DIRECTOR

Byron G. Stauffer, Jr.

ASSISTANT DIRECTOR

George R. Urban

Indiana County Courthouse Annex
801 Water Street
Indiana, Pennsylvania 15701-1705

(724) 465-3870 (Voice)
(724) 465-3150 (Fax)
(724) 465-3805 (TDD)

COUNTY COMMISSIONERS

Bernie Smith, Chairman
Bill Shane
Randy Degenkolb

April 29, 2003

Mr. Mark Zilner
Diamond Drugs, Inc.
645 Kolter Drive
Indiana, PA 15701


Dear Mr. Zilner:

As administrator of the Greater Indiana Enterprise Zone Program, on behalf of the Indiana Borough Council and the White Township Supervisors, this letter is to attest that Diamond Drugs, Inc., d/b/a Diamond Pharmacy Services at 645 Kolter Drive is within the boundary of the Greater Indiana Enterprise Zone.

The purpose of Enterprise Zones is to enable local governments in financially distressed and disadvantaged municipalities to improve the local business climate and facilitate the growth of employment opportunities through economic recovery activities. In an attempt to undertake such economic recovery activities, companies located within the Enterprise Zone can utilize State and Local financial assistance programs and incentives. The overall goal is to assist in the formation of public and private partnerships that will develop and sustain increased rates of business investment and job creation within disadvantaged municipalities.

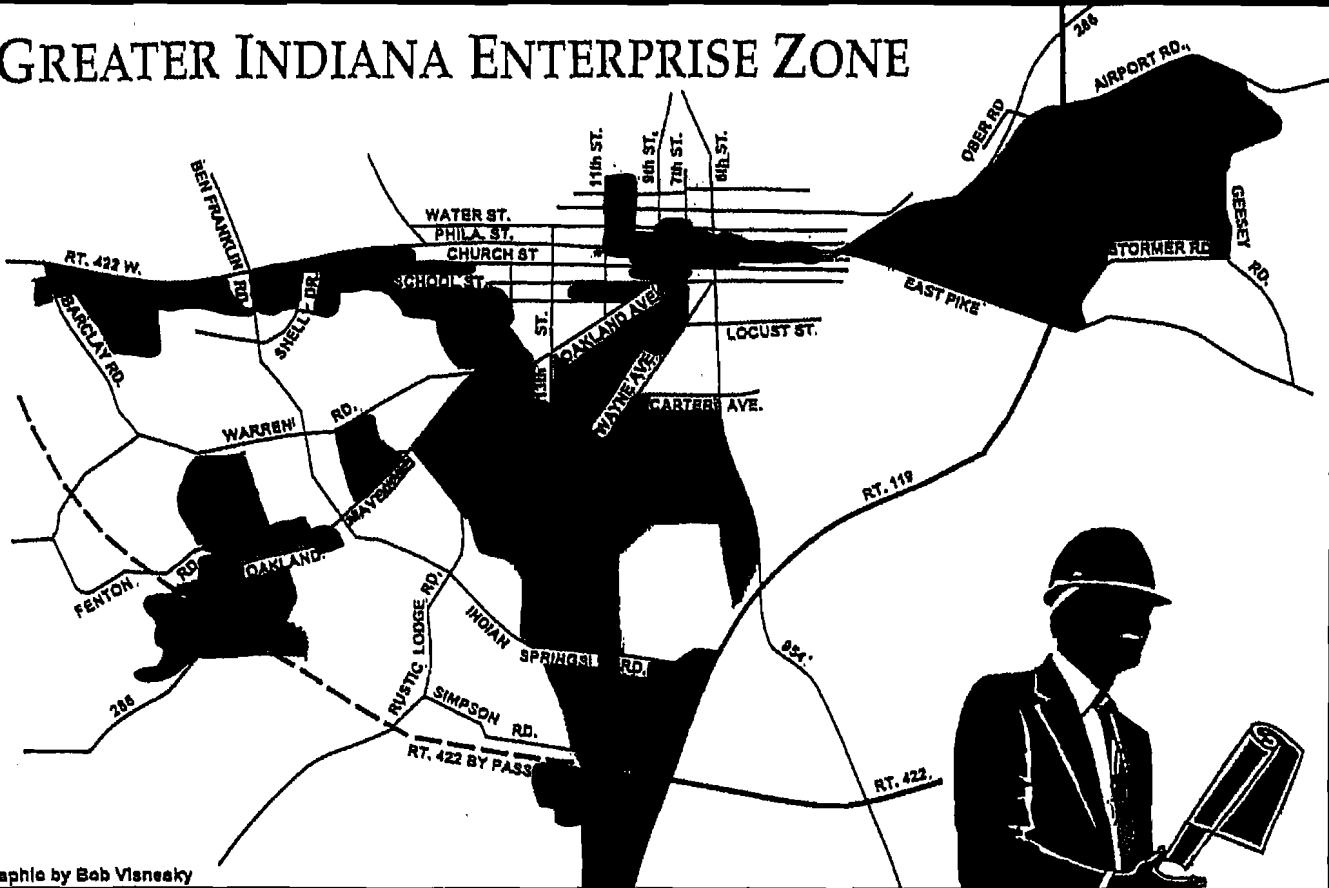
If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,


Jerry W. Richardson
Deputy Director and
Enterprise Zone Coordinator



GREATER INDIANA ENTERPRISE ZONE



Graphic by Bob Wisneaky

Enterprise Zone Officially On The Map

The concept of an enterprise zone for Indiana County was one of several economic development projects the Chamber requested assistance in establishing during a visit by the Governor's Response Team in the summer of 1989.

Now a 5.2-square mile section of Indiana Borough and White Township has been officially designated the Greater Indiana Enterprise Zone by the Pennsylvania Department of Community Affairs. The zone is the 49th economically disadvantaged region in the state to receive the designation under a program created by Gov. Robert Casey in 1987.

The designation entitles businesses within the zone to "fast track" technical and financial assistance from state agencies. The help is designed to spur business investment and expansion to create more jobs.

The designation also makes county officials eligible for grants of \$110,000 in each of five years for initiatives to improve the local business and employment climate.

The Greater Indiana Enterprise Zone extends in an east-west direction from the Indiana County Airport through downtown Indiana and along Route 422, and south of Indiana along the Route 286 and Route 119 business corridors. The Indiana County Commerce Park and IUP are included in the zone.

A recent land-use survey identified manufacturing and industrial firms located within the Greater Indiana Enterprise Zone.

"The benefits of the program are primarily available to manufacturing and industrial firms, but other companies — such as service and retail firms — may be eligible for Business Tax Credit Assistance," said Jerry Richardson, deputy director of the Indiana County Office of Planning and Development.

Applications must be filed in advance, and if approved, an additional form is submitted with the company's tax returns. Qualifying businesses could be eligible for a 20 percent tax credit for construction and expansion projects, he said.

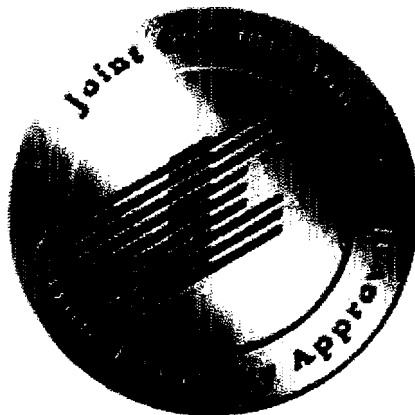
Richardson emphasized the Business Tax Credit Assistance money is available on a first-come, first-served basis and companies contemplating expansion projects late this year or early in 1994 should contact the Office of Planning and Development as soon as possible to apply for the credit.

Women- and minority-owned businesses can also receive other direct benefits of the Enterprise Zone designation. The Pennsylvania Minority Business Development Authority will double its loan capital ceiling from \$100,000 to \$200,000 for minority-owned businesses within enterprise zones. ■

Diamond Pharmacy Services

Indiana, PA

has been Accredited by the



Joint Commission *on Accreditation of Healthcare Organizations*

Which has surveyed this organization and found it to meet the requirements for accreditation

June 30, 2006

Accreditation is customarily valid for up to 39 months

A handwritten signature in black ink, appearing to read "Fred L. Penner".

Fred L. Penner
Chairman of the Board of Commissioners

121941
Organization ID #

A handwritten signature in black ink, appearing to read "Dennis S. O'Leary, MD".

Dennis S. O'Leary, MD
President

The Joint Commission on Accreditation of Healthcare Organizations is an independent, not-for-profit, national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to the Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through the Joint Commission's web site at www.jcaho.org



Inc. 500

2003

Diamond Drugs

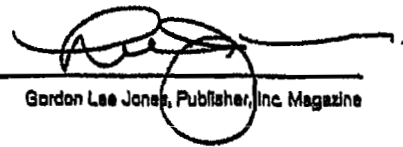
Inc. 500 company

#415

2003 Inc. 500 ranking



John Koten, Editor, Inc. Magazine



Gordon Lee Jones, Publisher, Inc. Magazine

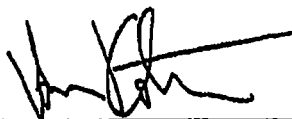
Inc.500 2002

Diamond Pharmacy Services


Inc 500 company

403

2002 Inc 500 ranking



John Koten, Editor-in-Chief, Inc Magazine



Gordon Lee Jones, Publisher, Inc Magazine

October 4, 2002

Ms. Joan Zilner
Diamond Pharmacy Services
645 Kolter Dr
Indiana, PA 15701

Dear Ms. Zilner:

Congratulations! On behalf of the entire editorial staff at Inc magazine, I am pleased to inform you that Diamond Pharmacy Services has been ranked #403 on the 2002 *Inc* 500 list of America's fastest-growing private businesses.

Diamond Pharmacy Services joins an elite group of growth companies that are making an important contribution to the U.S. economy. Your achievement will be nationally recognized by millions of readers, including your customers, vendors, investors, and business partners.

The 2002 *Inc* 500 list continues a 21-year tradition. In the past, a ranking on the *Inc* 500 has often been an early indicator of future accomplishments on a global scale. Companies that have made the list include Timberland, the Sharper Image, Patagonia, Microsoft, Intuit, Stonyfield Farm, the Pleasant Company, Domino's Pizza, Oracle, Princeton Review, Morningstar, E-Trade, and, with the release of this year's list, Diamond Pharmacy Services. As you can see, you're in very good company.

Again, congratulations on making the list. We wish you and your associates continued growth and prosperity.

Sincerely,



Editor



EXHIBIT R

WELLCON

CONFIDENTIAL

August 9, 2004

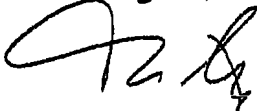
To whom it may concern:

I am writing this letter of recommendation in support of the performance of Diamond Pharmaceuticals in the correctional marketplace. I have had experience with a variety of pharmaceutical solutions for correctional institutions and I have become convinced that Diamond has the best pharmacy program available in the country.

I am the medical director of the Salt Lake County Jail and Diamond has been our pharmaceutical vendor for 6 years. During that time period we have had the pleasure of working with Diamond in a variety of settings, buildings, and healthcare models and they have consistently performed above our expectations despite the challenges of our changing systems. We are a high volume facility with sophisticated pharmaceutical needs because of our inpatient units and I have been impressed over the duration of our contract with Diamond with their responsiveness to our requests, their pricing of the medications, the availability of the medications, and insight we get into our pharmaceutical program as a result of Diamond's excellent analytical reports.

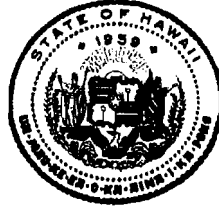
I recommend Diamond wholeheartedly and I know from my extensive experience with them that they will design the most workable solution possible for your correctional applications. If you have any questions or would like more details on how we maximize Diamond's services, please feel free to call.

Best regards,



Todd R. Wilcox, MD, MBA, CCHP
Medical Director,
Salt Lake County Jail System

LINDA LINGLE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
919 Ala Moana Boulevard, 4th Floor
Honolulu, Hawaii 96814

JOHN F. PEYTON, JR.
DIRECTOR

CLAIRE Y. NAKAMURA
Deputy Director
Administration

FRANK J. LOPEZ
Deputy Director
Corrections

JAMES L. PROPOTNICK
Deputy Director
Law Enforcement

CONFIDENTIAL

No. _____

August 9, 2004

To Whom it May Concern:

Re: Letter of Recommendation

The State of Hawaii, Public Safety Department, Corrections Health Care Division would like to take this opportunity to offer a letter of recommendation for the Correctional Pharmacy Services offered by Diamond Pharmacy.

Although the Diamond Pharmacy operations are based on the East coast, with 5 to 6 hour time differences from Hawaii, they are able to provide good customer service and acceptable RX refill and order turn around. There have been problems, regarding shipping and fill errors, with Diamond quickly and proactively correcting and preventing future occurrences.

If you have any questions or concerns, please feel free to call me at (808) 587-2536.

Sincerely,

A handwritten signature in black ink, appearing to read "Wesley Mun".

Wesley Mun
Corrections Health Care Administrator



August 9, 2004

Mark Zilner
Director of Operations
Diamond Pharmacy
645 Kolter Drive
Indiana, PA 15701-3570

CONFIDENTIAL

Dear Mark,

Thank you for your hard work and efforts over the past year. Starting with the challenging rollout of an eleven (11) facility state contract in less than 3 weeks, we have enjoyed many successes with Diamond and appreciate your attention and efforts to make implementations and operations seamless. We value partnerships and appreciate the continuing efforts from Diamond to better understand and meet our growing needs.

Please feel free to forward my information to anyone requesting a recommendation regarding Diamond and its services.

Best regards,

A handwritten signature in black ink, appearing to read "P. Cumiskey".

Patrick Cumiskey
Vice President
CorrectCare Solutions
Kansas DOC



Fields of Opportunities

STATE OF IOWA

THOMAS J. VILSACK, GOVERNOR
SALLY J. PEDERSON, LT. GOVERNOR

DEPARTMENT OF CORRECTIONS
GARY D. MAYNARD, DIRECTOR

LOWELL BRANDT
WARDEN

August 9, 2004

CONFIDENTIAL

To Whom It May Concern:

The Iowa Department of Corrections is proud to offer a letter of recommendation regarding the services offered by Diamond Pharmacy.

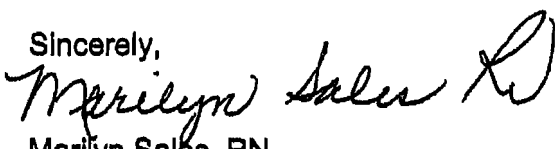
We have been involved with Diamond for the past few years. We have found their services to be exemplary. They are willing to provide medications in a manner to enhance our administration of medication in the correctional setting. This has saved our department time and money.

Diamond provides educational materials for our staff as well as the offenders within our department. The ease of obtaining the materials makes this an important factor in their service.

Cost effectiveness is a priority for all correctional departments. Diamond is responsive to this need by providing medication at the lowest price possible. It is my opinion that the prices have remained stable in a fluctuating market.

We have been quite pleased with the efforts of Diamond Pharmacy to provide pharmacy services to the Iowa Department of Corrections.

If you would like further information please contact me at 319-626-4208.

Sincerely,


Marilyn Sales, RN
DOC Administrator of Nursing
Iowa Medical and Classification Center
Box A
Oakdale, Iowa 52319

The mission of the Iowa Department of Corrections is to:
Protect the Public, the Employees, and the Offenders

CRIMINAL SHERIFF

Parish of Orleans - State of Louisiana - New Orleans Louisiana 70119

CHARLES C. FOTI, JR.
Sheriff

To Whom It Concerns,

August 8, 2004

CONFIDENTIAL

I am Dr. Richard Inglese, the Medical Director of the Orleans Parish Criminal Sheriff's Office (OPCSO). The jail, located in New Orleans, is one of the largest jails in the country, booking approximately 90,000 inmates annually. The jail's yearly medical budget exceeds 11 million dollars. For the past three years, OPCSO pharmaceutical service has been provided by *Diamond Pharmacy Services*. Diamond has proven a tremendous asset to the Medical Department. Diamond supplies inmate medications in a timely fashion and is quite flexible, integrating their procedures with our ever changing needs. In addition, Diamond has been very proactive in helping us to reduce pharmaceutical expenses. When Diamond came on board in November of 2000, the jail's monthly pharmaceutical bill was approximately \$400,000. Pharmacy costs have steadily decreased since that time despite increasing drug prices. Our current monthly bill is now \$90,000 (same number of inmates). I cannot recommend *Diamond Pharmacy Services* highly enough. They supply quality product in a highly organized, timely fashion. They are friendly and easy to work with. Finally, they are tremendously responsive to our facility's needs. Of note, I recently became Medical Director of the St. Tammany Parish Jail as well. One of my first changes was to implement Diamond Pharmacy for the jail's medication needs. I have not been disappointed. Please feel free to contact me with any questions.



R. Demaree Inglese, M.D.
Medical Director, OPCSO
(504) 827-8528

BUREAU OF HEALTH CARE SERVICES PENNSYLVANIA DEPARTMENT OF CORRECTIONS

P.O. Box 598/2520 Lisburn Road Camp Hill, PA 17001-0598

Telephone Number: (717) 731-7031

Fax Number: (717) 731-7000

August 10, 2004

CONFIDENTIAL

To Whom It May Concern:

I have been informed that Diamond Pharmacy Services of Indiana, PA intends to bid on Pharmaceutical Services for the Department of Corrections. We have been asked to provide a letter of recommendation for Diamond Pharmacy Services and we have no hesitation in doing so.

I am the Director of the Bureau of Health Care Services for the Pennsylvania Department of Corrections. We currently provide comprehensive health care services to approximately 40,000 inmates in 26 state correctional institutions.

In September 2003, we established a contract to provide pharmacy services as a component the comprehensive health care system within the PA-DOC. This was done in an attempt to save pharmaceutical expenses and deal directly with the largest pharmacy services provider in the correctional industry, Diamond Pharmacy Services of Indiana, PA. A brief list of the benefits derived from our pharmacy contract includes:

- 1) Volume Buying Power for Pharmaceuticals**
- 2) Level of Service Un-paralleled in the correctional environment**
- 3) Monthly Pharmacy and Therapeutic Meetings**
- 4) Cost Containment Saving Strategies**
- 5) Formulary Design & Management**
- 6) Exceptional Detailed Formulary Management Reports**
- 7) Therapeutic Class Expenditure Evaluation**

Prior to the Pharmacy contract with Diamond Pharmacy, the PA DOC estimated our monthly pharmaceutical expenses to be roughly \$2,600,000. The historical data utilized to calculate this figure was derived from the previous health care vendor's total utilization across the state. Currently under the contract with Diamond Pharmacy the average monthly cost of pharmaceuticals is \$2,118,000. This equates to roughly \$5,800,000 in annual savings or (18-20%) below projected pharmacy expenditures. This significant

"Our mission is to protect the public by confining persons committed to our custody in safe, secure facilities, and to provide opportunities for inmates to acquire the skills and values necessary to become productive law-abiding citizens; while respecting the rights of crime victims."

decrease also includes a lower number of Hepatitis C patients being treated within the PA DOC as a result of a modification to the Hepatitis C protocol.

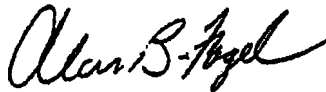
The PA DOC has been extremely impressed with the dependability and level of service in the delivery of pharmaceuticals to all of our State Correctional Facilities. We have benefited directly by instituting many cost saving strategies recommended by Diamond such as alternative medication regimens, tablet splitting, design and management of a sound correctional formulary.

However, it is without question that the substantial reduction in the PA DOC pharmaceutical expenses is largely attributed to Diamond's inter-action with our physician staff, and formulary management. In addition, the enormous buying power that Diamond Pharmacy possesses as a result of being the nations largest pharmaceutical provider with nearly 300,000 inmates in 40 states is another contributing major factor in our cost savings.

Overall, we would highly recommend Diamond Pharmacy Services as a highly competent, dependable, and customer oriented vendor to supply your entire Department of Corrections pharmaceutical requirements on a daily basis.

If you should have any questions please do not hesitate to contact me at the PA DOC Bureau of Health Care Services (717) 731-7793.

Sincerely,



Alan B. Fogel
Director

Bureau of Health Care Services
PA Department of Corrections

CONFIDENTIAL

ABF/em

REQUEST FOR BID DOCUMENTS
BOONE COUNTY, MISSOURI
JID # 31-15MAY07 – Prescription Medication Term and Supply

ADDENDUM #1
(Issued May 9, 2007)

This addendum is issued in accordance with Request for Bid 31-15MAY07 – Prescription Medication Term and Supply and is hereby incorporated into and made a part of the bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bidder's Response Form.


Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

BID DOCUMENTS:

1. CHANGE paragraph 1.4.1. to read "...Processing fee per name brand prescription (maximum of \$4.00) + (plus) Processing fee per generic prescription (maximum of \$4.00) = TOTAL FOR EVALUATION."
2. CHANGE paragraph 2.2.2. to read: **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
3. CHANGE the first sentence of paragraph 2.3.3.1. to read: Bid prices for prescription drugs shall be based on the most currently published Red Book Average Wholesale Price (AWP).
4. CHANGE paragraph 2.3.3. to read: **Average Wholesale Price: (AWP)** shall mean the average wholesale price (current cost) of the dispensed medication as defined by the Red Book. On the *Response Page*, the Bidder shall indicate the price list their firm will utilize under this bid. The County desires that the Bidders utilize the Red Book average wholesale price list. The County recognizes, however, that not all Bidders desire to use the Red Book price list. In that instance, the Bidders must provide details of a verifiable pricing structure their firm would utilize for quoting. The acceptability of the pricing structure quoted, shall be determined solely by Boone County.
5. CHANGE the first sentence of paragraph 2.3.3.1. to read: Bid prices for name brand prescription drugs shall be based on the most currently published Red Book Average Wholesale Price (AWP).
6. CHANGE paragraph 2.4.7. to read: **Price List:** Contractor must supply the Boone County Jail with a current copy of the Red Book Average Wholesale Price (AWP) Publication and the Federal Upper Limit (FUL), as well as all Addendums as they become available at no additional charge. The price list shall be provided to the County within 10 days of award. Boone County prefers computer readable media, but will accept printed copy.
7. CHANGE paragraph 2.4.15. to read: **Usage Reports:** The County desires that the Contractor supply monthly, quarterly, and yearly usage reports to the Boone County Medical Representative. The County prefers the monthly usage report in the following manner:
 - 1) Individual Patient, medication name, strength, number dispensed, and cost;
 - 2) Medication name, strength, quantity dispensed, cost, number of prescriptions, and number of returns;
 - 3) Prescribing physician name, medication name, strength, quantity dispensed, cost, and number of prescriptions.Please describe on the Response Page the type of reports that your firm can provide.

8. CHANGE paragraph 2.4.15.1. to read: The County desires the provision of **Quarterly and Year End Reports**: The Quarterly and Year End Reports should be listed by medication name, strength, number dispensed, cost, and number of prescriptions. All reports should be in alphabetical order and in a user-friendly format. Quarterly reports are due by the 10th day of the month following the quarter end. Reports should be provided on paper and electronically.

9. Replace the Response Form with the attached, Revised Response Form.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

BIDDER has examined copy of Addendum #1 to Request for Bid #31-15MAY07 – Prescription Medication Term and Supply, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Authorized Representative Signature: _____

Date: _____

4.

Revised Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.7. **Prescription Service:** We propose to furnish and deliver prescriptions, medications and supplies as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1.

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UNIT PRICE</i>
1.	Name Brand Drugs: % Discount off of Average Wholesale Price (AWP)	AWP minus _____%
2.	Generic Drugs: % Discount off of Average Wholesale Price (AWP) or Medicaid Maximum Allowable Cost (MAC)	AWP minus _____%
3.	Dispensing Fee Per Prescription (Maximum of \$4.00)	\$ _____
4.	OTC Drugs % Discount off List Price	_____ %
5.	Consultation Hourly Fee	\$ _____/hour

4.7.2.

Price List Utilized for Pricing _____

4.7.3.

Bidder shall enter below any specific type medications/drugs to which the above percent discount does not apply. Enter those medications/drugs and percent discount below:

4.7.4. **Emergency Twenty-Four Hour Service Contact:**

4.7.4.1. Name: _____

Telephone Number: _____

4.7.5. Specify the Address of the Pharmacy that will be Servicing this Account:

4.7.6. Please describe in detail the types of usage reports that you can supply:

4.7.7. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

Type or Print Signed Name:

Today's Date: _____



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
(573) 886-4391 - FAX (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **31-15MAY07**
Commodity Title: **Prescription Medication Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY – May 15, 2007**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **TUESDAY – May 15, 2007**
Time: **10:30 A.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Exhibit A - References
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.4.1. **Basis of Award:** The basis of award for this bid will be the low bid meeting specifications based on the following formula: Assume an average order of \$100; assume a mix of 50% generic prescriptions and 50% name brand prescriptions; \$50 of name brand prescriptions multiplied by the quoted discount + (plus) \$50 of generic prescriptions multiplied by the quoted discounts + (plus) Processing fee per name brand prescription (maximum of \$4.00) + (plus) Processing fee per generic prescription (maximum of \$3.00) = (equals) TOTAL FOR EVALUATION.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The Term and Supply Contract period resulting from this Bid will be for the period **July 15, 2007 through July 31, 2008**, and may be **automatically renewed** for an **additional four (4)** years unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery on an “as needed” basis for **Prescription and Over-the Counter Medications and Supply Items** for the inmates of the Boone County Jail of Boone County – Missouri.
- 2.2. **Contract Period** - The Term and Supply Contract period shall be July 15, 2007 through July 31, 2008, and may be automatically renewed for up to an additional four (4) one-year periods unless canceled by either party.
- 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written, “shall not exceed \$120,000” contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.3. **Delivery Locations** – Delivery shall be provided to the following County site:
Boone County Jail, Attn: Tamara Waltz-Nowlin, 2121 County Drive, Columbia, MO 65202.
- 2.3. **General Conditions**
- 2.3.1. **Background Information:**
Jail: The Boone County Jail, with an average population of 180 inmates per day, currently receives the contractual services of a physician to provide medical services for all inmates entrusted to the County. In many instances, the inmate population requires certain prescription drugs and medications that must be provided to them by the County. The Contractor shall provide prescriptions as written by the County contract physician or contracted County Nurse Practitioner. Pre-packaging (bubble pack) of medications is required for inmates of the Boone County Jail.
- 2.3.1.1. **Estimated Usage:** Based on past usage, the **estimated** total expenditures against this contract are expected to be approximately **\$60,000 annually**. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.3.2. **Prescription Provision:** The County will provide the prescription and all other pertinent information to the pharmacy by phone, fax, or in person by an authorized person in the medical field.
- 2.3.3. **Federal Upper Limit: (FUL)** shall mean the average wholesale price (current cost) of the dispensed medication as defined by the Red Book. On the *Response Page*, the Bidder shall indicate the price list their firm will utilize under this bid. The County desires that the Bidders utilize the Red Book average wholesale price list. The County recognizes, however, that not all Bidders desire to use the Red Book price list. In that instance, the Bidders must provide details of a verifiable pricing structure their firm would utilize for quoting. The acceptability of the pricing structure quoted, shall be determined solely by Boone County.
- 2.3.3.1. Bid prices for prescription drugs shall be based on the most currently published Red Book Federal Upper Limit (FUL). Bid prices for over the counter (OTC) items shall be based on a percentage of discounts off of manufacturer’s list prices. Pricing of all drugs shall utilize the AWP price based on the uniform 100 tablets or capsule bottle. In instances where companies do not package in 100 tablets or capsules, the smaller packages will be averaged at the 100 unit price.
- 2.3.3.2. For liquids, the AWP will again be the basis for calculations based on the one (1) pint or 16 ounce container, unless the manufacturer does not package the product in the pint size. As with the tablets and capsules stated above, the cost figure will either be adjusted to the 16 ounce, or the actual AWP cost per ounce will be used.
- 2.3.3.3. **Generic Drugs:** The use of generic drugs will be acceptable when available from a manufacturer approved by the Pharmacy Board, and when the Physician permits substitution on the written prescription, or authorizes it by telephone or fax. It is preferred that for generic drugs, the Federal Upper Limit (FUL) based on the Medicaid FUL be utilized for pricing. Generic drug pricing should be FUL or Medicaid maximum Allowable Allowance (MAC), whichever is less.

- 2.3.4. **Price Adjustments:** Medication prices will be allowed to change, but only as the price list changes, and only after a new price list is provided to Boone County. The quoted discounts and processing fees shall remain the same for the term of this contract.
- 2.3.5. **Sub-Contractors:** Subcontracting of any of the services required by this bid must be approved through the County Designee.
- 2.3.6. **Pricing:**
- 2.3.6.1. **Dispensing Fees:** It is assumed that dispensing fees will be assessed on a “per prescription” basis. The maximum allowable amount to be charged to Boone County for a dispensing fee shall be \$4.00. All bid prices shall be complete including any administrative costs and related charges, except for the dispensing cost. On the *Response Page*, each Bidder shall state the cost to the county for dispensing charges which shall include delivery to the Boone County Jail.
- 2.3.6.2. **Consultation Fee:** Boone County may desire to utilize Pharmacy Consultation Services on an occasional basis. (i.e. Development of a formulary for use at the Boone County Jail.) On the *Response Page*, each Bidder shall state the cost to the County for consultation hourly fees.
- 2.3.7. **Storage:** The Boone County Jail will provide appropriate locked and double-locked storage areas for controlled medications, starter medications, and medications requiring refrigeration. The Contractor is responsible for making sure that storage areas meet D.E.A., Missouri Board of Pharmacy, Missouri Medical Board, and Missouri Nursing Board rules and regulations.
- 2.4. **Contractor Responsibility / Service Requirements:**
- 2.4.1. **Delivery:** The Boone County Jail Medical Supervisor will determine the best delivery site and times that will maintain security and efficiency. The Contractor must provide a minimum of one delivery Monday through Saturday, with occasional Sunday deliveries. The Boone County Jail reserves the right to request regular Sunday delivery if the volume or need for pharmaceuticals substantially increases during the contract period. The Contractor must make arrangements for holiday delivery and advise the Boone County Jail of the schedule. All deliveries must be accompanied by a delivery receipt and signed by the Medical Supervisor or designee upon arrival. All delivery charges must be included in the dispensing fee and will not be paid separately.
- 2.4.2. **Orders:** The Contractor shall stock sufficient quantities of supplies on an “as needed” basis within twenty-four (24) hour notification by the County. The Medical Supervisor will place bi-weekly orders for existing inmates. Small daily orders may be necessary for newly admitted inmates with a smaller quantity to get the inmates on the two week schedule.
- 2.4.3. **Packaging:** All pharmaceuticals must be packaged to accommodate rapid distribution to a large volume of patients. This may be accomplished via unit dose calendar cards, blister card system, or a similar system which has the approval of the Boone County Medical Supervisor. The amount of medication packaged per unit of distribution will be based on a two to four week supply or a smaller quantity based on the volume to be distributed, and ease of storage. Creams and liquids must be provided in plastic containers whenever possible.
- 2.4.4. **Pharmaceutical Labeling:** The computer generated pharmaceutical label should contain the following information: County facility name and address; inmate name; directions for use and cautionary statements; product identification number; dispensing date; dispensing registered pharmacist’s initials.
- 2.4.5. **Pharmaceutical Destruction:** The Contractor shall be responsible for destroying any medications which have been dispensed for specific inmates who are no longer within the facility or otherwise may not be re-distributed. The Contractor will be responsible for maintaining destruction records and making a report available to the Boone County Medical Supervisor. At the end of the contract period, the Contractor will be responsible for removing any and all medications if the Contractor’s contract is not renewed with Boone County.
- 2.4.6. **Price List:** Contractor must supply the Boone County Jail with a current copy of the Red Book Federal Upper Limit (FUL) Publication and the Federal Upper Limit (FUL), as well as all Addendums as they become available at no additional charge. The price list shall be provided to the County within 10 days of award. Boone County prefers computer readable media, but will accept printed copy.
- 2.4.7. **Designated Contact:** The Contractor shall appoint a person or persons to act as a primary contact for the County Medical Supervisor. This person or back-up shall be readily available during normal work hours by phone or in person, and knowledgeable of the terms and procedures involved in this contract.

- 2.4.8. **Pharmacist List:** The Contractor must supply a complete current list of the names of all pharmacists who fill prescriptions and submit it to the Boone County Medical Supervisor during the first month of the contract. This list should be updated as necessary throughout the contract period.
- 2.4.9. **Services:** The Contractor shall provide all the medicines and drugs prescribed by the County contracted Physician. The Contractor shall compound and dispense all drugs and medicines in accordance with all legal and ethical requirements as well as in accordance with all accepted industry practices. Such professional pharmacy services shall be provided by trained, qualified, Missouri licensed pharmacists and technicians using modern equipment techniques.
 - 2.4.9.1. The Contractor must maintain a local telephone number where Boone County staff persons may contact the Contractor's representative during the County's normal business hours. The County's normal business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.
 - 2.4.9.2. The Contractor shall maintain, during the term of this contract, sufficient trained personnel who are capable of communicating on a knowledgeable basis with the prescribing physician, and other authorized medical professionals, for the purpose of insuring that all prescriptions conform to the client's pharmaceutical needs.
- 2.4.10. **Stock:** Every effort should be made to fill the inmate's prescription at the time it is submitted. However, if the Contractor is unable to fill an inmate's prescription immediately, every effort should be made to obtain the required medicine or drugs by the next calendar day.
- 2.4.11. **Dispensing Process:** During the dispensing process, the Contractor must accurately dispense the prescribed medications in accordance with all applicable legal, professional, and industry standards using the least expensive bio equivalent generic drug available whenever generic drug is less expensive than the brand name equivalent, unless otherwise specified by the physician. If the pharmacist deems a need for an exception, the County contact person is Tamara Waltz-Nowlin, Boone County Medical Representative, (573) 875-1111.
 - 2.4.12.1. The Prescription drug must be therapeutically equivalent ("A" rating) by the FDA as published in the current edition of the Approved Drug Products with Therapeutic Equivalent Evaluations.
- 2.4.13. **Confidentiality:** The Contractor agrees to maintain the confidentiality of Boone County's client information. The confidentiality of any client information submitted by the County to the Contractor shall be maintained by the Contractor in the same manner as the Contractor's internal confidential information.
 - 2.4.13.1. The disclosure of client information to any unauthorized person by the Contractor shall be considered by the County to be a breach of the terms and conditions of this bid. The Contractor agrees to immediately inform the County of the disclosure of any of the previously listed information to any unauthorized party.
- 2.4.14. **Invoices:** An invoice shall be included with the monthly report and shall contain sufficient detail to allow for proper audit and post-audit thereof. The Contractor understands and agrees the County may deduct or reduce any itemized cost contained in any billing statement or invoice when said item does not conform to the terms and conditions of this bid.

The County's purchase order number or contract number must appear on the invoice. All invoices must include the following information:

1. Service Date(s) – date prescription filled.
2. Inmate Name
3. Itemized List of Prescription Names, Prescription Numbers, Dosage, Quantity, and Price
4. Dispensing Fees

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.4.14.1.. Invoices should be submitted to the Boone County Jail for payment, which will be made 30 days after receipt of a correct and valid monthly statement. The Boone County Medical Representative will review all billing prior to authorization. Any discrepancies will be reported to the Contractor in writing. Payment for discrepancies will be withheld until the Contractor provides a satisfactory invoice.

Billing address: Boone County Jail, Attn: Tamara Waltz-Nowlin, 2121 County Drive, Columbia, MO 65202.

- 2.4.15. **Usage Reports:** The Contractor must supply monthly, quarterly, and yearly usage reports to the Boone County Medical Representative. The Contractor must supply the monthly usage report in the following manner:
- 1) Individual Patient, medication name, strength, number dispensed, and cost;
 - 2) Medication name, strength, quantity dispensed, cost, number of prescriptions, and number of returns;
 - 3) Prescribing physician name, medication name, strength, quantity dispensed, cost, and number of prescriptions.
- 2.4.15.1. **Quarterly and Year End Reports:** Quarterly and Year End Reports must be listed by medication name, strength, number dispensed, cost, and number of prescriptions. All reports must be in alphabetical order and in a user-friendly format. Quarterly reports are due by the 10th day of the month following the quarter end. Reports should be provided on paper and electronically.
- 2.4.16. **Medication Profile:** The Contractor is responsible for maintaining an individual medication profile on each inmate, which may be requested by the Boone County Jail Medical Supervisor. This will include all demographic information and allergy history. The medication profile is the property of the Boone County Jail, and will be made available by the Contractor using computer disks to the next successive pharmaceutical Contractor if a new Contractor is selected for the next contract period beginning in 2008.
- 2.5. **Contractor's Insurance:**
- 2.5.1. **Insurance Requirements** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form and companies satisfactory to the County.
- 2.5.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide Employee's Liability Insurance for the protections of their employees not otherwise protected.
- 2.5.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- 2.5.4. **Automobile Public Liability and Property** - The Contractor shall maintain during the life of this contract, automobile public liability insurance in the amount of not less than \$2,000,000.00 combine single limit for any one occurrence and not less than \$150,000.00 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.5.5. **Owner's Contingent or Protective Liability and Property Damage** - The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. It is preferred that this policy includes a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.
- 2.5.5. **Insurance Certifications** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

- 2.6. **INDEMNITY AGREEMENT** – To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.7. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.8. **Special Conditions and Requirements**
- 2.8.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: mbobbitt@boonecountymmo.org
- 2.8.2. **Designee** – Major Warren Brewer, Boone County Jail, 2121 County Drive, Columbia, MO 65202. Phone: (573) 875-1111, extension 6235. E-mail: wbrewer@boonecountymmo.org
- 2.8.3. **Award of Contract:** The County may consider a multi-vendor award. The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary and secondary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary source shall be final and conclusive.
- 2.8.3.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

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

4. Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. Prescription Service: We propose to furnish and deliver prescriptions, medications and supplies as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1. ITEM	DESCRIPTION	UNIT PRICE
1.	Name Brand Drugs: % Discount off of Federal Upper Limit	FUL minus ____%
2.	Generic Drugs: % Discount off of Federal Upper Limit (FUL) or Medicaid Maximum Allowable Cost (MAC), whichever is less	FUL minus ____%
3.	Dispensing Fee Per Prescription (Maximum of \$4.00)	\$ _____
4.	OTC Drugs % Discount off List Price	_____%
5.	Consultation Hourly Fee	\$ _____/hour

4.7.2. Price List Utilized for Pricing _____

4.7.3. Bidder shall enter below any specific type medications/drugs to which the above percent discount does not apply. Enter those medications/drugs and percent discount below:

4.7.4. Service to start within _____ calendar days after receipt of *Notice to Proceed* and *Purchase Order*

4.7.5. **Emergency Twenty-Four Hour Service Contact:**

4.7.5.1. Name: _____

Telephone Number: _____

4.8. **Specify the Address of the Pharmacy that will be Servicing this Account:**

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

Type or Print Signed Name:

Today's Date: _____

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Boone County Purchasing

601 E. Walnut, Room 208

Columbia, MO 65201

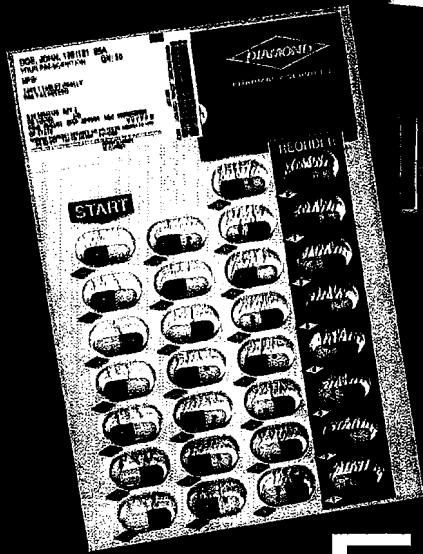
Melinda Bobbitt, Director

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

Standard Terms and Conditions

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

DIAMOND PHARMACY SERVICES



EXHIBITS

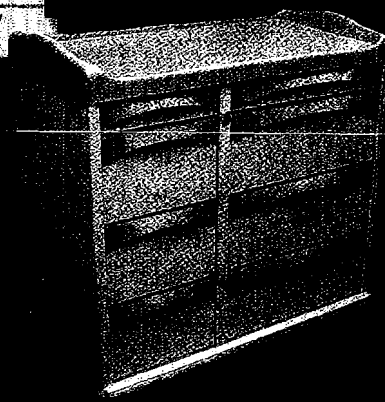
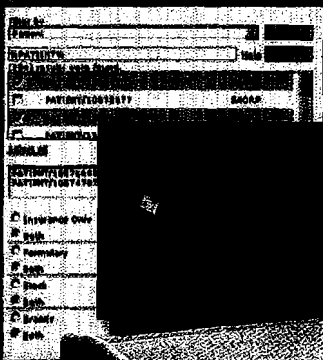




EXHIBIT A



DAILY DRUG ORDER FORM

YOUR COUNTY JAIL

CODE

CUTOFF TIMES:
 Reorders: 5:00PM MT (7:00PM ET)
THE PREVIOUS BUSINESS DAY
 New Orders: 1:00PM MT (3:00PM ET)

Date ___/___/___ Page ___ of ___ Faxed By _____

Fax to Diamond Pharmacy Services at 1-800-523-0008

PLEASE FAX EARLY AND FREQUENTLY AND USE A COVER SHEET

Last Name	First Name	Inmate Number	Medication Name & Strength	Directions	Qty Needed	Refills
Circle Rx Type: New Order Renewal Profile Only Discontinue			Allergies <input type="checkbox"/> NKA	Diagnosis	Physician	
Last Name	First Name	Inmate Number	Medication Name & Strength	Directions	Qty Needed	Refills
Circle Rx Type: New Order Renewal Profile Only Discontinue			Allergies <input type="checkbox"/> NKA	Diagnosis	Physician	
Last Name	First Name	Inmate Number	Medication Name & Strength	Directions	Qty Needed	Refills
Circle Rx Type: New Order Renewal Profile Only Discontinue			Allergies <input type="checkbox"/> NKA	Diagnosis	Physician	
Last Name	First Name	Inmate Number	Medication Name & Strength	Directions	Qty Needed	Refills
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Last Name	First Name	Inmate Number	Medication Name & Strength	Directions	Qty Needed	Refills
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Last Name	First Name	Inmate Number	Medication Name & Strength	Directions	Qty Needed	Refills
Circle Rx Type: New Order Renewal Profile Only Discontinue			Allergies <input type="checkbox"/> NKA	Diagnosis	Physician	
Last Name	First Name	Inmate Number	Medication Name & Strength	Directions	Qty Needed	Refills
Circle Rx Type: New Order Renewal Profile Only Discontinue			Allergies <input type="checkbox"/> NKA	Diagnosis	Physician	

DAILY DRUG ORDER FORM SAMPLE

PATIENT SPECIFIC REFILL FORM SAMPLE

PATIENT SPECIFIC REFILL FORM



Pharmacy Services

1.800.523.0008

PLEASE FAX EARLY
REFILL CUTOFF TIME 5:00PM
THE DAY BEFORE

FACILITY NAME: _____

DATE ____/____/____ Page: ____ of ____

Faxed By: _____ Time: _____

DO NOT FAX ORIGINAL PEEL OFF LABELS - FAX PHOTOCOPY OF SHEET

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INMATE NAME	INMATE NUMBER

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INMATE NAME	INMATE NUMBER

When faxing barcode refill stickers, please use the "fine" resolution function on your fax machine. This is accomplished by pressing the resolution button on your fax machine 2 or 3 times (choosing either fine or s. fine) **after** placing the refill sheet in the tray. After this function is selected, simply fax as usual. This will increase the accuracy and timeliness of your orders.

CONTRACT AGREEMENT

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

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

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

BID NUMBER 40-14JUN07
Asphalt Overlay and Road Drainage Improvements
 Project No. 07-531
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications.

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

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Forms
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions / Project Notes
17. Asphalt Pricing Index
18. Affidavit—Prevailing Wage
19. State Wage Rates-Annual Wage Order No. 13
20. Boone County Standard Terms and Conditions
21. Plan Sheets – Bethel Church Road
22. Plan Sheets – Old Plank Road
23. Plan Sheets – Cedar Grove Blvd
24. Plan Sheets – Scott Blvd
25. Plan Sheets – Brushwood Creek Road
26. Plan Sheets – Brandywine Creek Road
27. Plan Sheets – Hunters Ridge Subdivision Roads
28. Chip & Seal Preparation Locations
29. Details

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

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

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

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

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

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

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

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

The Owner agrees to pay the Contractor in the amount:

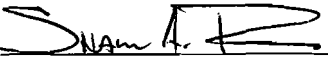
Eight Hundred Seven Thousand Nine Hundred Thirty Nine Dollars and Nine Cents (\$807,939.09)

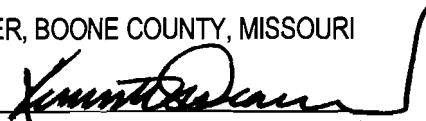
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on June 26, 2007 at Columbia, Missouri. (Date)

CONTRACTOR: **APAC Missouri, Inc.**

OWNER, BOONE COUNTY, MISSOURI

By: 
Authorized Representative Signature
By: SHAWN A. RILEY
Authorized Representative Printed Name
Title: Vice President

By: 
Kenneth M. Pearson, Presiding Commissioner

Approved as to Legal Form:

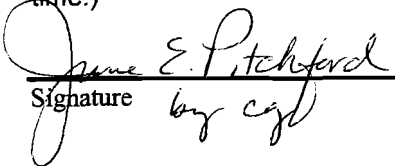
ATTEST:

Wendy Noren, County Clerk


John Patton
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

 6/17/07 2040/71100 - \$807,939.09
Signature Date Appropriation Account

REVISED BID FORM - PAGE 9

BID TOTALS

Bethel Church Road Bid Total	\$ 164,594.46
Old Plank Road Bid Total	\$ 96,451.40
Cedar Grove Blvd. Bid Total	\$ 108,060.10
Scott Blvd. Bid Total	\$ 88,461.00
Brushwood Creek Road Bid Total	\$ 46,738.30
Brandywine Creek Road Bid Total	\$ 61,679.50
Hunters Ridge Subdivision Roads Bid Total	\$ 81,799.73
Trails West Subdivision - Bid Total	\$ 19,527.60
TOTAL OF ALL OVERLAY BIDS	\$ 667,312.09
<u>Chip & Seal Prep. Work</u>	
Pin Oak Blvd. Prep Total	\$ 4,208.00
Golf Blvd. Prep Total	\$ 3,372.00
St. Charles Road Prep Total	\$ 47,300.00
Lakeland Drive Prep Total	\$ 9,452.00
Wellington Drive Prep Total	\$ 14,721.00
Mary Ann Circle Prep Total	\$ 2,795.00
Moberly Drive Prep Total	\$ 19,217.50
Timothy Court Prep Total	\$ 5,510.00
Brock Rogers Road Prep Total	\$ 9,367.50
South Cowan Dr. Prep Total	\$ 18,228.00
River Oaks Road Prep Total	\$ 6,456.00
TOTAL OF ALL PREP BIDS	\$ 140,627.00

Option - MoDot Asphalt Price Index

If you accept to be bound by this provision, you must sign below. No signature will be interpreted to mean bidder rejects the use of the Price Index. See SPECIAL PROVISIONS

Acceptance by:  Date: 6/14/07

BID FORM – PAGE 1

2007 Asphalt Overlay & Roadway Drainage Improvements Project No: 07- 531

Bethel Church Road

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

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00
Removals	LS	1	\$ 11,000.00	\$ 11,000.00
Traffic Control - Local	LS	1	\$ 8,000.00	\$ 8,000.00
15" cmp	LF	608	\$ 24.20	\$ 14,713.60
15" cmp - poly w/ M.E.	LF	64	\$ 30.80	\$ 1,971.20
18" cmp - poly w/ M.E.	LF	174	\$ 26.40	\$ 4,593.60
Roadway Pipe Replacement Patch	SY	124	\$ 60.50	\$ 7,502.00
Dig Out Repair	SY	200	\$ 77.00	\$ 15,400.00
Additional Depth - Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
Surface Rock	TON	15	\$ 17.60	\$ 264.00
Type 1 Rolled Stone	TON	45	\$ 19.80	\$ 891.00
Type 2 Base Rock	TON	15	\$ 19.80	\$ 297.00
Asphalt Driveway Replacement	SY	22	\$ 98.00	\$ 2,156.00
Aggregate Driveway Replacement	SY	294	\$ 5.50	\$ 1,617.00
Concrete Driveway Replacement	SY	12	\$ 168.00	\$ 2,016.00
Asphalt Approaches / Swale Driveways	SY	160	\$ 66.00	\$ 10,560.00
Paving Fabric	SY	4722	\$ 2.48	\$ 11,710.56
Asphalt Surface Mix	TON	440	\$ 68.00	\$ 29,920.00
Asphalt Wedge	TON	14	\$ 68.00	\$ 952.00
Ditching	LF	3000	\$ 6.38	\$ 19,140.00
Erosion Control Blanket - SC150	SY	2170	\$ 2.75	\$ 5,967.50
Erosion Control Blanket - C350	SY	18	\$ 13.75	\$ 247.50
Restoration	AC	0.43	\$ 3,850.00	\$ 1,655.50
Concrete Curb & Gutter Replacement	LF	12	\$ 150.00	\$ 1,800.00
Concrete Pipe Patch Repair	LS	1	\$ 2,000.00	\$ 2,000.00
Bethel Church Road Bid Total				\$164,594.46

BID FORM – PAGE 2

2007 Asphalt Overlay & Roadway Drainage Improvements Project No: 07- 531

Old Plank Road

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

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 4,700.00	\$ 4,700.00
Removals	LS	1	\$ 2,750.00	\$ 2,750.00
Traffic Control - Major	LS	1	\$ 4,600.00	\$ 4,600.00
15" cmp	LF	10	\$ 19.80	\$ 198.00
15" cmp - poly w/ M.E.	LF	52	\$ 22.00	\$ 1,144.00
18" cmp - poly w/ M.E.	LF	30	\$ 26.40	\$ 792.00
20"x 28" arched cmp - poly w/ M.E.	LF	36	\$ 63.80	\$ 2,296.80
Roadway Pipe Replacement Patch	SY	40	\$ 60.50	\$ 2,420.00
Dig Out Repair	SY	125	\$ 77.00	\$ 9,625.00
Surface Rock	TON	6	\$ 17.60	\$ 105.60
Type 1 Rolled Stone	TON	10	\$ 19.80	\$ 198.00
Asphalt Approaches / Swale Driveways	SY	25	\$ 66.00	\$ 1,650.00
Paving Fabric	SY	6000	\$ 2.43	\$ 14,580.00
Asphalt Surface Mix	TON	520	\$ 68.00	\$ 35,360.00
Asphalt Wedge	TON	22	\$ 68.00	\$ 1,496.00
Ditching	LF	1650	\$ 6.38	\$ 10,527.00
Erosion Control Blanket - SC150	SY	1200	\$ 2.75	\$ 3,300.00
Erosion Control Blanket - C350	SY	34	\$ 13.75	\$ 467.50
Restoration	AC	0.03	\$ 3,850.00	\$ 115.50
Graded Rip Rap	CY	2	\$ 63.00	\$ 126.00
Old Plank Road Bid Total =				\$ 96,451.40

BID FORM – PAGE 3

2007 Asphalt Overlay & Roadway Drainage Improvements Project No: 07- 531

Cedar Grove Blvd.

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

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 3,600.00	\$ 3,600.00
Removals	LS	1	\$ 5,700.00	\$ 5,700.00
Traffic Control - Local	LS	1	\$ 1,900.00	\$ 1,900.00
Traffic Control - Major	LS	1	\$ 3,400.00	\$ 3,400.00
12" cmp	LF	90	\$ 17.60	\$ 1,584.00
15" cmp	LF	34	\$ 19.80	\$ 673.20
18" cmp	LF	36	\$ 22.00	\$ 792.00
24" cmp - poly w/ M.E.	LF	36	\$ 40.15	\$ 1,445.40
30" cmp - poly w/ M.E.	LF	30	\$ 49.50	\$ 1,485.00
Roadway Pipe Replacement Patch	SY	15	\$ 60.50	\$ 907.50
Dig Out Repair	SY	10	\$ 137.50	\$ 1,375.00
Additional Depth - Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
Surface Rock	TON	14	\$ 17.60	\$ 246.40
Type 1 Rolled Stone	TON	12	\$ 19.80	\$ 237.60
Type 2 Base Rock	TON	10	\$ 20.35	\$ 203.50
Aggregate Driveway Replacement	SY	15	\$ 5.50	\$ 82.50
Concrete Driveway Replacement	SY	36	\$ 168.00	\$ 6,048.00
Asphalt Approaches / Swale Driveways	SY	15	\$ 66.00	\$ 990.00
Paving Fabric	SY	8250	\$ 2.50	\$ 20,625.00
Asphalt Surface Mix	TON	720	\$ 66.00	\$ 47,520.00
Asphalt Bit Base	TON	12	\$ 62.00	\$ 744.00
Asphalt Wedge	TON	35	\$ 66.00	\$ 2,310.00
Ditching	LF	600	\$ 6.38	\$ 3,828.00
Erosion Control Blanket - SC150	SY	365	\$ 2.75	\$ 1,003.75
Erosion Control Blanket - C350	SY	35	\$ 13.75	\$ 481.25
Restoration	AC	0.04	\$ 3,850.00	\$ 154.00
Graded Rip Rap	CY	8	\$ 63.00	\$ 504.00
Cedar Grove Blvd. Bid Total =				\$ 108,060.10

BID FORM – PAGE 4

**2007 Asphalt Overlay & Roadway Drainage Improvements
Project No: 07- 531**

Scott Blvd.

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

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$	\$
Removals	LS	1	\$	\$
Traffic Control - Major	LS	1	\$	\$
Roadway Pipe Replacement Patch	SY	62	\$	\$
Dig Out Repair	SY	160	\$	\$
Additional Depth - Dig Out Repair	CY	2	\$	\$
Paving Fabric	SY	2300	\$	\$
Asphalt Surface Mix	TON	580	\$	\$
Asphalt Wedge	TON	20	\$	\$
Ditching	LF	100	\$	\$
Restoration	LS	1	\$	\$
French Drain	LF	180	\$	\$
Scott Blvd. Bid Total =				\$

Brushwood Creek Road

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$	\$
Milling	SY	6133	\$	\$
Traffic Control - Local	LS	1	\$	\$
Dig Out Repair	SY	200	\$	\$
Additional Depth - Dig Out Repair	CY	2	\$	\$
Paving Fabric	SY	2445	\$	\$
Asphalt Surface Mix	TON	215	\$	\$
Asphalt Bit Base	TON	0	\$	\$
Asphalt Wedge	TON	15	\$	\$
Brushwood Creek Road Bid Total =				\$

Asphalt Overlay & Roadway Drainage Improvements
 Addendum No. 2
 June 11, 2007
 Bid No. 40 - 14- JUN 07
 Project No. 07 - 531

REVISED BID FORM - PAGE 4
2007 Asphalt Overlay & Roadway Drainage Improvements
Project No: 07- 531
Scott Blvd.

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

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 3,300.00	\$ 3,300.00
Removals	LS	1	\$ 2,750.00	\$ 2,750.00
Traffic Control - Major	LS	1	\$ 4,400.00	\$ 4,400.00
Roadway Pipe Replacement Patch	SY	62	\$ 60.50	\$ 3,751.00
Dig Out Repair	SY	160	\$ 99.00	\$ 15,840.00
Additional Depth - Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
Paving Fabric	SY	2300	\$ 2.94	\$ 6,762.00
Asphalt Surface Mix	TON	580	\$ 70.00	\$ 40,600.00
Asphalt Wedge	TON	20	\$ 70.00	\$ 1,400.00
Ditching	LF	100	\$ 6.38	\$ 638.00
Restoration	LS	1	\$ 3,850.00	\$ 3,850.00
French Drain	LF	180	\$ 27.50	\$ 4,950.00
Scott Blvd. Bid Total =				\$ 88,461.00

Brushwood Creek Road

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 3,100.00	\$ 3,100.00
Milling	LS	1	\$ 500.00	\$ 500.00
Traffic Control - Local	LS	1	\$ 4,000.00	\$ 4,000.00
Dig Out Repair	SY	200	\$ 77.00	\$ 15,400.00
Additional Depth - Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
Paving Fabric	SY	2445	\$ 2.94	\$ 7,188.30
Asphalt Surface Mix	TON	215	\$ 71.00	\$ 15,265.00
Asphalt Bit Base	TON	0	\$ 71.00	\$ 0.00
Asphalt Wedge	TON	15	\$ 71.00	\$ 1,065.00
Brushwood Creek Road Bid Total =				\$ 46,738.30

BID FORM - PAGE 5

2007 Asphalt Overlay & Roadway Drainage Improvements Project No: 07- 531

BRANDYWINE CREEK ROAD

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

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 3,300.00	\$ 3,300.00
Removals	LS	1	\$ 550.00	\$ 550.00
Traffic Control - Local	LS	1	\$ 1,100.00	\$ 1,100.00
Traffic Control - Major	LS	1	\$ 800.00	\$ 800.00
Dig Out Repair	SY	12	\$ 137.50	\$ 1,650.00
Additional Depth - Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
Asphalt Approaches / Swale Driveways	SY	25	\$ 88.00	\$ 2,200.00
Paving Fabric	SY	6150	\$ 2.43	\$ 14,944.50
Asphalt Surface Mix	TON	530	\$ 69.00	\$ 36,570.00
Asphalt Wedge	TON	5	\$ 69.00	\$ 345.00
Brandywine Creek Road Total				\$ 61,679.50

HUNTERS RIDGE SUBDIVISION PICKET POST & RIDLEY WOODS STREETS

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 3,100.00	\$ 3,100.00
Milling	SY	6133	\$ 2.38	\$ 14,596.54
Traffic Control - Local	LS	1	\$ 1,600.00	\$ 1,600.00
Paving Fabric	SY	6133	\$ 2.43	\$ 14,903.19
Asphalt Surface Mix	TON	700	\$ 68.00	\$ 47,600.00
Hunters Ridge Subdivision Total				\$ 81,799.73

BID FORM – PAGE 6

2007 Asphalt Overlay & Roadway Drainage Improvements Project No: 07- 531

CHIP SEAL PREP WORK

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

Pin Oak Blvd.

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization / Traffic Control – Local Road Area	LS	1	\$ 2,400.00	\$ 2,400.00
Dig Out Repair	SY	12	\$ 88.00	\$ 1,056.00
Additional Depth – Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
Asphalt Wedge	TON	2	\$ 266.00	\$ 532.00
Pin Oak Blvd. Bid Total				\$ 4,208.00

Golf Blvd.

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization / Traffic Control – Local Road Area	LS	1	\$ 600.00	\$ 600.00
Dig Out Repair	SY	29	\$ 88.00	\$ 2,552.00
Additional Depth – Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
Golf Blvd. Bid Total				\$ 3,372.00

St. Charles Road

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization / Traffic Control – Local Road Area	LS	1	\$ 6,900.00	\$ 6,900.00
Dig Out Repair	SY	470	\$ 77.00	\$ 36,190.00
Additional Depth – Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
Asphalt Wedge	TON	15	\$ 266.00	\$ 3,990.00
St. Charles Road Bid Total				\$ 47,300.00

Lakeland Drive

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization / Traffic Control – Local Road Area	LS	1	\$ 1,400.00	\$ 1,400.00
Dig Out Repair	SY	89	\$ 88.00	\$ 7,832.00
Additional Depth – Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
Lakeland Drive Bid Total				\$ 9,452.00

Asphalt Overlay & Roadway Drainage Improvements
 Addendum No. 1
 June 6, 2007
 Bid No. 40 – 14- JUN 07
 Project No. 07 – 531

ADDITIONAL BID FORM

Attach behind page 5 of Bid Forms

TRAILS WEST SUBDIVISION

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 3,600.00	\$ 3,600.00
Removals – Includes miter of CMP	LS	1	\$ 3,000.00	\$ 3,000.00
12" CMP	LF	48	\$ 17.60	\$ 844.80
15" CMP	LF	66	\$ 19.80	\$ 1,306.80
6" Concrete Drive Replacement	SY	17	\$ 168.00	\$ 2,856.00
6" Gravel Driveway Replacement	SY	30	\$ 18.00	\$ 540.00
Ditching – Includes berm @ 8313	LF	245	\$ 6.60	\$ 1,617.00
Erosion Control Blanket (SC150)	SY	180	\$ 2.75	\$ 495.00
Seeding & Mulching	LS	1	\$ 3,850.00	\$ 3,850.00
6" X 9" Rock Ditch Liner	CY	17	\$ 64.00	\$ 1,088.00
T- Post Installation	EA	2	\$ 165.00	\$ 330.00
TOTALS			\$	\$ 19,527.60

BID FORM – PAGE 7

2007 Asphalt Overlay & Roadway Drainage Improvements Project No: 07- 531

CHIP SEAL PREP WORK

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

Wellington Drive

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization / Traffic Control – Local Road Area	LS	1	\$ 3,200.00	\$ 3,200.00
Dig Out Repair	SY	133	\$ 77.00	\$ 10,241.00
Additional Depth – Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
Asphalt Wedge	TON	4	\$ 265.00	\$ 1,060.00
Wellington Bid Total				\$ 14,721.00

Mary Ann Circle

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization / Traffic Control – Local Road Area	LS	1	\$ 1,200.00	\$ 1,200.00
Dig Out Repair	SY	10	\$ 137.50	\$ 1,375.00
Additional Depth – Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
Mary Ann Circle Bid Total				\$ 2,795.00

Moberly Drive

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization / Traffic Control – Local Road Area	LS	1	\$ 4,200.00	\$ 4,200.00
Dig Out Repair	SY	180	\$ 77.00	\$ 13,860.00
Additional Depth – Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
Asphalt Wedge	TON	1.5	\$ 625.00	\$ 937.50
Moberly Drive Bid Total				\$ 19,217.50

Timothy Court

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization / Traffic Control – Local Road Area	LS	1	\$ 1,000.00	\$ 1,000.00
Dig Out Repair	SY	39	\$ 110.00	\$ 4,290.00
Additional Depth – Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
Timothy Court Bid Total				\$ 5,510.00

BID FORM – PAGE 8

2007 Asphalt Overlay & Roadway Drainage Improvements Project No: 07- 531

CHIP SEAL PREP WORK

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

Brock Rogers

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization / Traffic Control – Local Road Area	LS	1	\$ 1,200.00	\$ 1,200.00
Dig Out Repair	SY	85	\$ 93.50	\$ 7,947.50
Additional Depth – Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
Brock Rogers Bid Total				\$ 9,367.50

South Cowan Drive

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization / Traffic Control	LS	1	\$ 2,300.00	\$ 2,300.00
Dig Out Repair	SY	204	\$ 77.00	\$ 15,708.00
Additional Depth – Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
South Cowan Drive Bid Total				\$ 18,228.00

River Oaks Road

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization / Traffic Control – Local Road Area	LS	1	\$ 1,000.00	\$ 1,000.00
Dig Out Repair	SY	56	\$ 93.50	\$ 5,236.00
Additional Depth – Dig Out Repair	CY	2	\$ 110.00	\$ 220.00
River Oaks Road Bid Total				\$ 6,456.00

PERFORMANCE BOND

BOND NO. 8213-39-90

KNOW ALL PERSONS BY THESE PRESENTS, that we,

APAC - MISSOURI, INC.

as Principal, hereinafter called Contractor, and FEDERAL INSURANCE COMPANY

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of

EIGHT HUNDRED SEVEN THOUSAND NINE HUNDRED THIRTY-NINE AND 09/100 (\$807,939.09) Dollars,

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

WHEREAS, Contractor has, by written agreement dated JUNE 26, 2007 entered into a Contract with Owner for:

Asphalt Overlay & Roadway Drainage Improvements

Project No. 07- 531

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-in-Fact at COLUMBIA, MO & SALT LAKE CITY, UT, on this 28TH day of JUNE, 2007.

APAC - MISSOURI, INC.

(Contractor)

(SEAL)

BY: 

FEDERAL INSURANCE COMPANY

(Surety Company)

(SEAL)

BY: 

TINA DAVIS (Attorney-in-Fact) MO LICENSE NO. PR353789

BY: N/A

(Missouri Representative)

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
APAC - MISSOURI, INC.

as Principal, hereinafter called Contractor, and _____ FEDERAL INSURANCE COMPANY

a corporation organized under the laws of the State of _____ INDIANA _____,
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,
for the use and benefit of claimants as herein below defined, in the amount of
EIGHT HUNDRED SEVEN THOUSAND NINE HUNDRED THIRTY-NINE
AND 09/100 _____ DOLLARS

(\$ 807,939.09 _____), for the payment whereof Contractor and Surety bind themselves, their
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents:

WHEREAS, Contractor has by written agreement dated _____ JUNE 26, 2007 _____ entered
into a contract with Owner for

Asphalt Overlay & Roadway Drainage Improvements

Project No. 07- 531

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

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

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor
of the Contractor for labor, material, or both, used or reasonably required for use in the performance
of the Contract; labor and material being construed to include the part of water, gas, power, light,
heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that
every claimant as herein defined, who has not been paid in full before the expiration of a period of
90 days after the date on which the last of such claimant's work or labor was done or performed, or
materials were furnished by such claimant, may sue on this bond for the use of such claimant,
prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have
execution thereon. The owner shall not be liable for the payment of any costs or expenses of any
such suit.

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

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

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

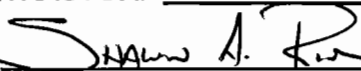
3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at COLUMBIA, MO &

SALT LAKE CITY, UT, on this 28TH day of JUNE, 2007

CONTRACTOR: APAC - MISSOURI, INC. (Seal)

BY: 

SURETY COMPANY FEDERAL INSURANCE COMPANY

BY: 

TINA DAVIS (Attorney-in-Fact) MO LICENSE NO. PR353789

BY: N/A
(Missouri Representative)

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



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

“No Bid” Response Form

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 32-17MAY07 Printer & Server Maintenance Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 28th day of June 20 07

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

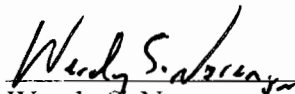
Now on this day the County Commission of the County of Boone does hereby award bid 49-19JUN07 – Painting Services Term and Supply in the following order:

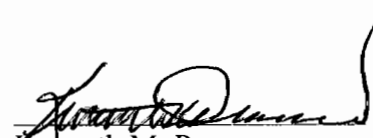
- Primary Supplier: Certa Pro Painters
- Secondary Supplier: Palmer Painting Inc.
- Tertiary Supplier: S/B Painting Company

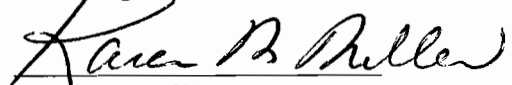
It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 28th day of June, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

266-2007

**PURCHASE AGREEMENT
FOR
PAINTING SERVICES TERM AND SUPPLY
SECONDARY SUPPLIER**

THIS AGREEMENT dated the 28th day of June 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Palmer Painting 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 **Painting Services Term and Supply**, County of Boone Request for Bid, bid number **49-19JUN07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, Prevailing Wage Order #14 as well as the Contractor's bid response dated June 19, 2007 and executed by Mark Crowley on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A, Prevailing Wage Order #14, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **July 1, 2007 and extend through June 30, 2008**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Painting Services as identified and responded to in the Contractor's Response Form. Items 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. Palmer Painting Inc. shall act as the secondary supplier and shall furnish Painting Services for the County if the primary contracted supplier cannot provide an acceptable schedule for the County. The Secondary Contractor agrees to respond by phone within twenty-four (24) hours after notification by the County. If the proposed schedule is acceptable to the County, the Secondary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the tertiary contracted supplier.

4. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all 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.

PALMER PAINTING INC.

by Mark Crowley
title President
address 4001 Yeager rd
Columbia MO 65202

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, 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) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

June E. Pitchford
Signature by cey

6/21/07

Date

Term/Supply - 6100-60100

Appropriation Account

4. Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

4.1. Company Name: Palmer Painting Inc.
4.2. Address: 4001 Yeager rd Columbia MO, 65202
4.3. City/Zip:
4.4. Phone Number: 573-815-9851
4.5. Fax Number:
4.6. Federal Tax ID Number: 48-1271842

4.7. Painting Services: We propose to furnish the equipment and labor required to perform the work as described in bid, as indicated in this Bid Blank, provided to the County of Boone - Missouri, with transportation charges prepaid, and for the price quoted below. All equipment and labor to be furnished in accordance with the County of Boone - Missouri specifications attached hereto.

Table with 3 columns: ITEM, DESCRIPTION, UNIT PRICE. Includes rates for Lead Painter, Additional Painter, and Special Tools.

8. Holidays: Contractor shall list the holidays observed by their company: Christmas, Thanksgiving, Memorial Day, 4th July

9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand): Mark Crowley

Type or Print Signed Name: Mark Crowley

Today's Date: 6-19-07

4.10. Maximum % Increase 2nd Contract Period: 2%
Maximum % Increase 3rd Contract Period: 2%

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2007

PRODUCER Kasmann Insurance Agency P O Box 1111 Columbia MO 65205		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Palmer Painting Inc 4001 Yeager Rd Columbia MO 65202		INSURERS AFFORDING COVERAGE INSURER A: Owners Ins Co INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	75215816	01/18/2007	01/18/2008	EACH OCCURRENCE	\$ 1,000,000.
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000.
						MED EXP (Any one person)	\$ 10,000.
						PERSONAL & ADV INJURY	\$ 1,000,000.
						GENERAL AGGREGATE	\$ 2,000,000.
						PRODUCTS - COMP/OP AGG	\$ 2,000,000.
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4621581600	01/18/2007	01/18/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000.
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000.	4621581601	01/18/2007	01/18/2008	EACH OCCURRENCE	\$ 1,000,000.
						AGGREGATE	\$ 1,000,000.
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? No If yes, describe under SPECIAL PROVISIONS below	75237994	01/18/2007	01/18/2008	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000.
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Painting Contractor Residential & Commercial State of Missouri.

CERTIFICATE HOLDER

 Boone County Purchasing
 601 E Walnut 2nd Floor
 Columbia, MO 65201

CANCELLATION

 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

<VP>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director

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

Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **49-19JUN07**

Commodity Title: **Painting Services Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY – June 19, 2007**

Time: **10:30 A.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**

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

Bid Opening

Day / Date: **TUESDAY – June 19, 2007**

Time: **10:30 A.M. C.S.T.**

Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
 - 2.0: **Primary Specifications**
 - 3.0: **Response Presentation and Review**
 - 4.0: **Response Form**
- Standard Terms and Conditions**
Exhibit A
Prevailing Wage Order #14

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.4.1. Prices must be completed by Bidder on the *Response Page* for each item listed. Bids submitted without individual item prices may be considered as non-responsive and rejected.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from July 1, 2007 through June 30, 2008, and may be automatically renewed for an additional two (2) years unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Painting Services** to various properties of Boone County – Missouri.
- 2.2. **Contract Period** - The Term and Supply Contract period shall be from July 1, 2007 through June 30, 2008, and may be automatically renewed for an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
 - 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
 - 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County, a copy of which is attached.
- 2.3. **Pricing** – Contract will be awarded on a firm price for the initial period ending on June 30, 2008. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.
 - 2.3.1. It shall be the responsibility of the Contractor to notify the County of Boone sixty (60) days prior to the end of the contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.4. **General Conditions**
 - 2.4.1. **Scope of Work:** Contractor shall furnish qualified lead painter and additional painters as required by the Boone County Facilities Maintenance Manager to perform painting and/or preparation at various County facilities. Work could be interior or exterior, and includes park and trail areas.
 - 2.4.2. **Estimated Usage:** Based on past usage, the **estimated** total expenditures against this contract are expected to be approximately \$24,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. All orders will be placed by the Facilities Maintenance Department on an “as needed” basis. The Facilities Maintenance Manager will discuss scope of work and contractor will provide cost estimate prior to commencement of project. Special tools and hours of work for determining rate will be agreed upon. An estimate is for determining project feasibility. Payment will be based on actual hours worked.
 - 2.4.3. **Locations** - All services will be provided to any Boone County owned or leased facility.
 - 2.4.4. **Tools Standard** – Contractor shall supply the normal tools of the trade such as step ladders up to and including 8’, extension ladders up to and including 24’, spray paint applicators of all types, self contained breathing apparatus, hand power tools, tarps, drapes, protective coverings, surface patch tools, cleaning products, pans, rollers, brushes etc.
 - 2.4.5. **Tools Special** – Contractor shall furnish rental items at standard rates plus a percentage. Specialty tools would include items such as scaffolding, man-lifts, and electrostatic sprayers. Contractor shall provide rental tickets showing rental rate.
 - 2.4.6. **Transportation** – Contractor shall provide all transportation to and from the jobsite. Contractor shall bring all materials and tools needed to complete the project. Transportation from shop to jobsite and back is compensable but shall not exceed thirty minutes one way and shall not exceed one round trip per day unless otherwise authorized by Boone County Facilities Manager.
 - 2.4.7. **Materials** – Contractor shall be able to apply various materials including latex, alkyds, epoxy, stains and clear finishes. Contractor will store products as directed. Boone County Facilities Maintenance will normally provide all finish products, however, Contractor may be asked to furnish any or all materials on a cost-plus basis. Contractor shall provide receipts for materials purchased.
 - 2.4.8. **Surface Preparation** – Surface preparation shall be done according to the SSPC rating recommended for the product to be applied. The minimum preparation shall be done according to SSPC-SP1.
 - 2.4.9. **Safety** – Contractor shall follow OSHA regulations for the protection of the workers and by-standers. Workers entering a confined space shall have appropriate training and rescue equipment.
 - 2.4.10. **Hours of Work** – Standard work hours will be 6:00 a.m. to 6:00 p.m., Monday through Friday. Weekend

and evening rates will apply for work outside these hours and must have prior approval by the Boone County Facilities Maintenance Manager.

- 2.4.11. The County reserves the right to bid any job with an estimated cost of \$4,500 or more.
- 2.4.12. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, The County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.4.13. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.
- 2.4.14. **Contractor Qualifications and Experience:** The Contractor to whom a Painting Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. The attached Exhibit A may be used for this purpose.
- 2.4.15. **Invoices:** The County's purchase order number must appear on the invoice. All contracted work done for the County must include the following information with all invoices:
 - 1. Name of the County location where work was performed.
 - 2. Date(s) work performed.
 - 3. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.4.17. Invoices should be submitted to Boone County Facilities Maintenance for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.
- 2.5. **Contractor Responsibility:**
 - 2.5.1. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job.
 - 2.5.2. Contractor is responsible for accurately measuring the quantity of material required for the entire project.
 - 2.5.3. Contractor shall follow all state, federal and local requirements, laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
 - 2.5.4. **Final Inspection and Approval:** Contractor will not be required to obtain any City of Columbia permits but is required to schedule project inspections with the Boone County Facilities Maintenance Manager. The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. Final project approval is contingent upon the Facilities Maintenance Manager's final inspection.
 - 2.5.5. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
 - 2.5.6. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.
 - 2.5.7. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be

performed at no cost to the County.

- 2.5.8. **Warranty:** The contractor shall guarantee all work performed under this contract. All work shall be warranted for a minimum period of ninety (90) calendar days from the date of project completion. If the same job must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County.
- 2.5.9. Contractor shall be responsible for coordinating all work involving utility structures with the appropriate utility owners prior to commencement of any work.
- 2.5.10. Contractor shall coordinate the removal, relocation and/or installation of all signs, signal bases and parking meters with the City of Columbia.
- 2.5.11. Contractor shall be responsible for removing and replacing any concrete injured.
- 2.5.12. Contractor will be required to provide appropriate warning signs during the project to insure public safety.
- 2.6.. **Contractor's Insurance:**
- 2.6.1. **Insurance Requirements** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 2.6.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.
Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.6.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.
- 2.6.4. **Owner's Contingent or Protective Liability and Property Damage** - The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.6.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

2.7. **INDEMNITY AGREEMENT** – To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

2.8. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.9. **Special Conditions and Requirements**

2.9.1. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured from Bob Davidson, Manager of Facilities Maintenance at (573) 886-4401.

2.9.2. **Wage Rates**

2.9.2.1. **General**

2.9.2.2. This contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.

2.9.2.3. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

2.9.2.4. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.

2.9.2.5. **Prevailing Annual Wage Order Number 10** is attached. At any given time, the current, "applicable" Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201; or e-mail: mbobbitt@boonecountymmo.org; or call (573) 886-4391.

2.9.3. **Records**

2.9.3.1. The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.

2.9.4. **Notices**

2.9.4.1. Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous

places on the project under a heading of NOTICE with the heading in letters at least one inch (1”) high.

2.9.5. Penalty

- 2.9.5.1. Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, ten dollars (\$10) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any Subcontractor under them.

2.9.6. Affidavit of Compliance

- 2.9.6.1. After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

2.9.7. Wage Determination

- 2.9.7.1. During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes.

- 2.9.7.2. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.

2.10. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: mbobbitt@boonecountymo.org

2.11. **Designee** – Bob Davidson, Manager of Boone County Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201-4460; Phone: (573) 886-4401; Fax: (573) 886-4402; e-mail: bdavidson@boonecountymo.org.

2.12. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County’s requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County’s decision will be based upon the ability of the primary source to supply acceptable goods or services within the County’s time requirements. The County’s decision to utilize the secondary and tertiary sources shall be final and conclusive.

2.13. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
 - 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. **Response Form** – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID Number: _____

4.7. **Painting Services:** We propose to furnish the equipment and labor required to perform the work as described in bid, as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment and labor to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1. ITEM	DESCRIPTION	UNIT PRICE
1.	Lead Painter/Contractor @ Standard Time Rate:	\$ _____/hour
2.	Lead Painter/Contractor @ Weekend/Evening Rate:	\$ _____/hour
3.	Additional Painter @ Standard Time Rate:	\$ _____/hour
4.	Additional Painter @ Weekend/Evening Rate:	\$ _____/hour
5.	Special Tools:	Rental Cost Plus: _____ %
6.	Material:	Purchase Cost Plus: _____ %

4.8. **Holidays:** Contractor shall list the holidays observed by their company: _____

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

Type or Print Signed Name: _____ Today's Date: _____

- 4.10. Maximum % Increase 2nd Contract Period: _____ %
- Maximum % Increase 3rd Contract Period: _____ %

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

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 208

Columbia, MO 65201

Melinda Bobbitt, Director

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

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

Annual Wage Order No. 14

Section 010
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Allen E. Dillingham, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 9, 2007

Last Date Objections May Be Filed: April 9, 2007

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	**Effective Date of	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$26.44	55	60	\$13.66
Boilermaker			\$29.20	57	7	\$17.90
Bricklayers - Stone Mason			\$26.06	59	7	\$10.71
Carpenter			\$22.18	60	15	\$9.77
Cement Mason			\$21.59	9	3	\$9.70
Electrician (Inside Wireman)			\$27.21	28	7	\$10.69 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$35.815	26	54	\$14.554
Operating Engineer						
Group I			\$24.62	86	66	\$15.40
Group II			\$24.62	86	66	\$15.40
Group III			\$23.37	86	66	\$15.40
Group III-A			\$24.62	86	66	\$15.40
Group IV			\$22.39	86	66	\$15.40
Group V			\$25.32	86	66	\$15.40
Pipe Fitter		b	\$31.25	91	69	\$18.18
Glazier			\$22.40	FED		\$11.75 + 9.4%
Laborer (Building):						
General			\$18.37	110	7	\$8.99
First Semi-Skilled			\$26.42	114	27	\$8.93
Second Semi- Skilled			\$19.37	110	7	\$8.99
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$26.06	59	7	\$10.71
Millwright			\$23.18	60	15	\$9.77
Iron Worker			\$23.57	11	8	\$15.04
Painter			\$20.25	18	7	\$7.82
Plasterer			\$20.61	94	5	\$9.49
Plumber		b	\$31.25	91	69	\$18.18
Pile Driver			\$23.18	60	15	\$9.77
Roofer			\$25.25	12	4	\$9.84
Sheet Metal Worker			\$25.55	40	23	\$11.18
Sprinkler Fitter			\$16.00	FED		\$2.55
Terrazzo Worker			\$26.06	59	7	\$10.71
Tile Setter			\$26.06	59	7	\$10.71
Truck Driver - Teamster						
Group I			\$21.65	101	5	\$8.00
Group II			\$22.30	101	5	\$8.00
Group III			\$21.80	101	5	\$8.00
Group IV			\$22.30	101	5	\$8.00
Traffic Control Service Driver						
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 14

3/07

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. Friday must be scheduled for no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Saturdays, Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 94: Means eight (8) hours shall constitute a days work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 110: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain and mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. Friday must be scheduled for at least eight (8) hours and no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate.

NO. 114: Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. All work performed on Saturday shall be paid at one and one-half (1½) times the regular straight time hourly wage rate, except for those hours used as make-up time to complete a forty (40) hour work week. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate until forty (40) hours have been worked in the work week, then the hours worked over forty (40) hours, shall be paid at the one and one-half (1½) rate of pay.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

NO. 27: All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman		\$26.18	7	16	\$9.49
Millwright		\$26.18	7	16	\$9.49
Pile Driver Worker		\$26.18	7	16	\$9.49
OPERATING ENGINEER					
Group I		\$23.70	21	5	\$15.31
Group II		\$23.35	21	5	\$15.31
Group III		\$23.15	21	5	\$15.31
Group IV		\$19.50	21	5	\$15.31
Oiler-Driver		\$19.50	21	5	\$15.31
LABORER					
General Laborer		\$22.52	2	4	\$8.13
Skilled Laborer		\$23.12	2	4	\$8.13
TRUCK DRIVER - TEAMSTER					
Group I		\$24.27	22	19	\$8.00
Group II		\$24.43	22	19	\$8.00
Group III		\$24.42	22	19	\$8.00
Group IV		\$24.54	22	19	\$8.00

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the double time rate of pay. When a holiday falls on a Sunday, Monday shall be observed.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Thursday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

226-2007

**PURCHASE AGREEMENT
FOR
PAINTING SERVICES TERM AND SUPPLY
TERTIARY SUPPLIER**

THIS AGREEMENT dated the 28th day of June 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **S/B Painting Company**, 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 Painting Services Term and Supply, County of Boone Request for Bid, bid number **49-19JUN07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, Prevailing Wage Order #14, as well as the Contractor's bid response dated June 19, 2007 and executed by Stephen Reichlin on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A, Prevailing Wage Order #14 and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **July 1, 2007 and extend through June 30, 2008**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Painting Services as identified and responded to in the Contractor's Response Form. Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. S/B Painting Company shall act as the tertiary supplier and shall furnish Painting Services for the County if the primary and secondary contracted suppliers cannot provide an acceptable schedule for the County. The Tertiary Contractor agrees to respond by phone after notification by the County. If the proposed schedule is acceptable to the County, the Tertiary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.

4. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all 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.

S/B PAINTING COMPANY

by [Signature]
title owner

address 601 W NIFONG BLVD STE 1F
Columbia, Mo. 65203

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature by cg

6/21/07
Date

Term/Supply - 6100-60100

Appropriation Account

4. Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

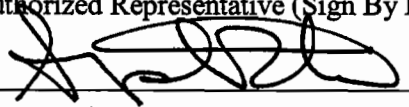
- 4.1. Company Name: S/B Painting Company
- 4.2. Address: 601 W. Nifong Blvd., Suite # 1F
- 4.3. City/Zip: Columbia, MO 65203
- 4.4. Phone Number: 573-442-4294
- 4.5. Fax Number: 573-442-4323
- 4.6. Federal Tax ID Number: 43-1765962

4.7. **Painting Services:** We propose to furnish the equipment and labor required to perform the work as described in bid, as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment and labor to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1. ITEM	DESCRIPTION	UNIT PRICE
1.	Lead Painter/Contractor @ Standard Time Rate:	\$ <u>43⁰⁰</u> /hour
2.	Lead Painter/Contractor @ Weekend/Evening Rate:	\$ <u>65⁰⁰</u> /hour
3.	Additional Painter @ Standard Time Rate:	\$ <u>42⁰⁰</u> /hour
4.	Additional Painter @ Weekend/Evening Rate:	\$ <u>62⁹⁵</u> /hour
5.	Special Tools:	Rental Cost Plus: <u>10</u> %
6.	Material:	Purchase Cost Plus: <u>10</u> %

4.8. **Holidays:** Contractor shall list the holidays observed by their company: July 4th, LABOR DAY, Thanksgiving + Christmas

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):


Type or Print Signed Name:
STEPHEN REICHLIN

Today's Date: 6/19/07

- 4.10. Maximum % Increase 2nd Contract Period: 7.5 % BASED ON CURRENT
- Maximum % Increase 3rd Contract Period: 7.5 % WAGE ORDER DETERMINATION

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

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:**

Company Name: Little Dixie Construction
Address: 3316 Lemox Industrial Dr.

Contact Name: John STATES
Telephone Number: 449-7200

Date of Contract: 2002
Length of Contract: 6 mos Boone Retirement Center - "The Bluffs"

Description of Prior Services (include dates):

New Facility - PAINTING + DECORATING (wallcovering)

2. **Prior Services Performed for:**

Company Name: LEMO
Address: 1123 Wilkes Blvd

Contact Name: Jeff Bush
Telephone Number: 808-5556

Date of Contract: on going Account
Length of Contract:

Description of Prior Services (include dates):

-VARIOUS COMMERCIAL PROJECTS including Social Security & Homeland Security offices

3. **Prior Services Performed for:**

Company Name: Coil Construction
Address:

Contact Name: Jim Holman
Telephone Number: 874-1444

Date of Contract: VARIOUS ONGOING PROJECTS
Length of Contract:

Description of Prior Services (include dates):

PAINTING SERVICES



**PAINTING
COMPANY**

601 West Nifong 1F Columbia, Missouri 65203
Email: sbpainting@centurytel.net

Phone: (573)442-4294
Fax: (573)442-4323

(3.5) Major Projects Completed in the Past Five Years

Project Name	Owner	Architect	Contract Amount	Date of Completion
303 N. Keene Street Medical Building Columbia, MO	Trittenbach Development	Peckham & Wright Architects, Inc.	\$23,630.00	6/30/07
Ibdah Residence Columbia, MO	Glidewell Construction		\$39,490.00	5/31/2007
Dr. Mechlin's Office	Trittenbach Development		\$12,819.00	3/31/2007
Broadway Christian Church Family Life Center	Coil Construction		\$38,152.00	3/31/2007
Broadway Christian Church Admin/Choir Renovation	Coil Construction		\$8,737.00	3/31/2007
Orschlen Farm and Home Hermann, MO	Empire Building Construction	Innovative Design & Management Services, LLC-	\$15,380.00	3/31/2007
Fairview Marketplace	Brinkmann Constructors		\$11,495.00	2/15/2007
Hamilton-Brown Columbia, MO	CEMO		\$108,000.00	2/16/2007
Best Buy Jefferson City, MO	Little Dixie Construction		\$42,864.00	10/11/2006
Downtown Appliance Renovation Columbia, MO	Little Dixie Construction	Simon Associates Inc. Columbia, MO	\$46,759.05	9/8/2006
Lela Raney Wood Stephens College Columbia, MO	Septagon Construction	Trivers St. Louis, MO	\$63,816.75	7/14/2006
Courtyard Marriott Columbia, MO	Little Dixie Construction		\$148,871.17	9/17/2005
Gates Rubber Columbia, MO	Little Dixie Construction		\$200,000.00	2003



**PAINTING
COMPANY**

601 West Nifong 1F Columbia, Missouri 65203
Email: sbpainting@centurytel.net

Phone: (573)442-4294
Fax: (573)442-4323

(3.4) Major Projects in Progress as of 6/19/07

Project Name	Owner	Architect	Contract Amount	Percent Complete	Scheduled Complete Date
Perry Nissan Dealership	Coil Construction		\$42,820.00	50%	6/15/07
Ram Enterprises - Verizon Office Building	Coil Construction		\$16,980.00	0%	
MODOT Maintenance Facility - District 5	Coil Construction		\$31,210.00	0%	
Boone Hospital Center	Coil Construction		\$18,240.00	0%	

(3.4.1)

Total worth of work in progress and under contract:

\$109,250.00

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID EL
SBPAI-1

DATE (MM/DD/YYYY)
07/10/07

PRODUCER Plaza Insurance Center, Inc. 2700 Forum Blvd. Columbia MO 65203 Phone: 573-445-1178	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED S/B Painting, LLC 601 W. Nifong Columbia MO 65203	INSURER A: Columbia Mutual Insurance	40371
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners	CTPMO14804	06/01/07	06/01/08	EACH OCCURRENCE \$ 100000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000				
		MED EXP (Any one person) \$ 5000				
		PERSONAL & ADV INJURY \$ 1000000				
		GENERAL AGGREGATE \$ 2000000				
		PRODUCTS - COMP/OP AGG \$ 2000000				
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS	CAPMO13917	06/01/07	06/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 100000
		BODILY INJURY (Per person) \$				
		<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAPMO13917	06/01/07	06/01/08	BODILY INJURY (Per accident) \$
		PROPERTY DAMAGE (Per accident) \$				
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
						\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCPMO20035	06/01/07	06/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 100000				
		E.L. DISEASE - EA EMPLOYEE \$ 100000				
		E.L. DISEASE - POLICY LIMIT \$ 500000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Commercial & residential painting

CERTIFICATE HOLDER

Boone County Purchasing
 601 E. Walnut Rm. 208
 Columbia MO 65201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

R. Michael Maerz *R. Michael Maerz*

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymmo.org

Bid Data

Bid Number: **49-19JUN07**
Commodity Title: **Painting Services Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY – June 19, 2007**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **TUESDAY – June 19, 2007**
Time: **10:30 A.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
 - 2.0: **Primary Specifications**
 - 3.0: **Response Presentation and Review**
 - 4.0: **Response Form**
- Standard Terms and Conditions**
Exhibit A
Prevailing Wage Order #14

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.4.1. Prices must be completed by Bidder on the *Response Page* for each item listed. Bids submitted without individual item prices may be considered as non-responsive and rejected.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from July 1, 2007 through June 30, 2008, and may be automatically renewed for an additional two (2) years unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Painting Services** to various properties of Boone County – Missouri.
- 2.2. **Contract Period** - The Term and Supply Contract period shall be from July 1, 2007 through June 30, 2008, and may be automatically renewed for an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
 - 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
 - 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County, a copy of which is attached.
- 2.3. **Pricing** – Contract will be awarded on a firm price for the initial period ending on June 30, 2008. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.
 - 2.3.1. It shall be the responsibility of the Contractor to notify the County of Boone sixty (60) days prior to the end of the contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.4. **General Conditions**
 - 2.4.1. **Scope of Work:** Contractor shall furnish qualified lead painter and additional painters as required by the Boone County Facilities Maintenance Manager to perform painting and/or preparation at various County facilities. Work could be interior or exterior, and includes park and trail areas.
 - 2.4.2. **Estimated Usage:** Based on past usage, the **estimated** total expenditures against this contract are expected to be approximately \$24,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. All orders will be placed by the Facilities Maintenance Department on an “as needed” basis. The Facilities Maintenance Manager will discuss scope of work and contractor will provide cost estimate prior to commencement of project. Special tools and hours of work for determining rate will be agreed upon. An estimate is for determining project feasibility. Payment will be based on actual hours worked.
 - 2.4.3. **Locations** - All services will be provided to any Boone County owned or leased facility.
 - 2.4.4. **Tools Standard** – Contractor shall supply the normal tools of the trade such as step ladders up to and including 8’, extension ladders up to and including 24’, spray paint applicators of all types, self contained breathing apparatus, hand power tools, tarps, drapes, protective coverings, surface patch tools, cleaning products, pans, rollers, brushes etc.
 - 2.4.5. **Tools Special** – Contractor shall furnish rental items at standard rates plus a percentage. Specialty tools would include items such as scaffolding, man-lifts, and electrostatic sprayers. Contractor shall provide rental tickets showing rental rate.
 - 2.4.6. **Transportation** – Contractor shall provide all transportation to and from the jobsite. Contractor shall bring all materials and tools needed to complete the project. Transportation from shop to jobsite and back is compensable but shall not exceed thirty minutes one way and shall not exceed one round trip per day unless otherwise authorized by Boone County Facilities Manager.
 - 2.4.7. **Materials** – Contractor shall be able to apply various materials including latex, alkyds, epoxy, stains and clear finishes. Contractor will store products as directed. Boone County Facilities Maintenance will normally provide all finish products, however, Contractor may be asked to furnish any or all materials on a cost-plus basis. Contractor shall provide receipts for materials purchased.
 - 2.4.8. **Surface Preparation** – Surface preparation shall be done according to the SSPC rating recommended for the product to be applied. The minimum preparation shall be done according to SSPC-SP1.
 - 2.4.9. **Safety** – Contractor shall follow OSHA regulations for the protection of the workers and by-standers. Workers entering a confined space shall have appropriate training and rescue equipment.
 - 2.4.10. **Hours of Work** – Standard work hours will be 6:00 a.m. to 6:00 p.m., Monday through Friday. Weekend

and evening rates will apply for work outside these hours and must have prior approval by the Boone County Facilities Maintenance Manager.

- 2.4.11. The County reserves the right to bid any job with an estimated cost of \$4,500 or more.
- 2.4.12. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, The County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.4.13. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.
- 2.4.14. **Contractor Qualifications and Experience:** The Contractor to whom a Painting Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. The attached Exhibit A may be used for this purpose.
- 2.4.15. **Invoices:** The County's purchase order number must appear on the invoice. All contracted work done for the County must include the following information with all invoices:
 - 1. Name of the County location where work was performed.
 - 2. Date(s) work performed.
 - 3. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.4.17. Invoices should be submitted to Boone County Facilities Maintenance for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.
- 2.5. **Contractor Responsibility:**
 - 2.5.1. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job.
 - 2.5.2. Contractor is responsible for accurately measuring the quantity of material required for the entire project.
 - 2.5.3. Contractor shall follow all state, federal and local requirements, laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
 - 2.5.4. **Final Inspection and Approval:** Contractor will not be required to obtain any City of Columbia permits but is required to schedule project inspections with the Boone County Facilities Maintenance Manager. The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. Final project approval is contingent upon the Facilities Maintenance Manager's final inspection.
 - 2.5.5. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
 - 2.5.6. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.
 - 2.5.7. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be

performed at no cost to the County.

- 2.5.8. **Warranty:** The contractor shall guarantee all work performed under this contract. All work shall be warranted for a minimum period of ninety (90) calendar days from the date of project completion. If the same job must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County.
- 2.5.9. Contractor shall be responsible for coordinating all work involving utility structures with the appropriate utility owners prior to commencement of any work.
- 2.5.10. Contractor shall coordinate the removal, relocation and/or installation of all signs, signal bases and parking meters with the City of Columbia.
- 2.5.11. Contractor shall be responsible for removing and replacing any concrete injured.
- 2.5.12. Contractor will be required to provide appropriate warning signs during the project to insure public safety.
- 2.6.. **Contractor's Insurance:**
 - 2.6.1. **Insurance Requirements** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
 - 2.6.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
 - 2.6.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.
 - 2.6.4. **Owner's Contingent or Protective Liability and Property Damage** - The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
 - 2.6.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

2.7. **INDEMNITY AGREEMENT** – To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

2.8. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.9. **Special Conditions and Requirements**

2.9.1. **Inspection of Facilities:** It is the bidder’s responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. Arrangements for bidder’s inspection of facilities may be secured from Bob Davidson, Manager of Facilities Maintenance at (573) 886-4401.

2.9.2. **Wage Rates**

2.9.2.1. **General**

2.9.2.2. This contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.

2.9.2.3. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

2.9.2.4. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.

2.9.2.5. **Prevailing Annual Wage Order Number 10** is attached. At any given time, the current, “applicable” Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201; or e-mail: mbobbitt@boonecountymmo.org; or call (573) 886-4391.

2.9.3. **Records**

2.9.3.1. The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.

2.9.4. **Notices**

2.9.4.1. Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous

places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.

2.9.5. Penalty

2.9.5.1. Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, ten dollars (\$10) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any Subcontractor under them.

2.9.6. Affidavit of Compliance

2.9.6.1. After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

2.9.7. Wage Determination

2.9.7.1. During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes.

2.9.7.2. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.

2.10. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: mbobbitt@boonecountymmo.org

2.11. **Designee** – Bob Davidson, Manager of Boone County Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201-4460; Phone: (573) 886-4401; Fax: (573) 886-4402; e-mail: bdavidson@boonecountymmo.org.

2.12. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.

2.13. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
- 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID Number: _____

4.7. **Painting Services:** We propose to furnish the equipment and labor required to perform the work as described in bid, as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment and labor to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1. ITEM	DESCRIPTION	UNIT PRICE
1.	Lead Painter/Contractor @ Standard Time Rate:	\$ _____/hour
2.	Lead Painter/Contractor @ Weekend/Evening Rate:	\$ _____/hour
3.	Additional Painter @ Standard Time Rate:	\$ _____/hour
4.	Additional Painter @ Weekend/Evening Rate:	\$ _____/hour
5.	Special Tools:	Rental Cost Plus: _____ %
6.	Material:	Purchase Cost Plus: _____ %

4.8. **Holidays:** Contractor shall list the holidays observed by their company: _____

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

Type or Print Signed Name: _____

Today's Date: _____

4.10. Maximum % Increase 2nd Contract Period: _____ %

Maximum % Increase 3rd Contract Period: _____ %

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

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 208

Columbia, MO 65201

Melinda Bobbitt, Director

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

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1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
 9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
 11. No bid transmitted by fax machine will be accepted.
 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

Annual Wage Order No. 14

Section 010

BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Allen E. Dillingham, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 9, 2007

Last Date Objections May Be Filed: April 9, 2007

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	**Effective Date of	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$26.44	55	60	\$13.66
Boilermaker			\$29.20	57	7	\$17.90
Bricklayers - Stone Mason			\$26.06	59	7	\$10.71
Carpenter			\$22.18	60	15	\$9.77
Cement Mason			\$21.59	9	3	\$9.70
Electrician (Inside Wireman)			\$27.21	28	7	\$10.69 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$35.815	26	54	\$14.554
Operating Engineer						
Group I			\$24.62	86	66	\$15.40
Group II			\$24.62	86	66	\$15.40
Group III			\$23.37	86	66	\$15.40
Group III-A			\$24.62	86	66	\$15.40
Group IV			\$22.39	86	66	\$15.40
Group V			\$25.32	86	66	\$15.40
Pipe Fitter		b	\$31.25	91	69	\$18.18
Glazier			\$22.40	FED		\$11.75 + 9.4%
Laborer (Building):						
General			\$18.37	110	7	\$8.99
First Semi-Skilled			\$26.42	114	27	\$8.93
Second Semi-Skilled			\$19.37	110	7	\$8.99
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$26.06	59	7	\$10.71
Millwright			\$23.18	60	15	\$9.77
Iron Worker			\$23.57	11	8	\$15.04
Painter			\$20.25	18	7	\$7.82
Plasterer			\$20.61	94	5	\$9.49
Plumber		b	\$31.25	91	69	\$18.18
Pile Driver			\$23.18	60	15	\$9.77
Roofer			\$25.25	12	4	\$9.84
Sheet Metal Worker			\$25.55	40	23	\$11.18
Sprinkler Fitter			\$16.00	FED		\$2.55
Terrazzo Worker			\$26.06	59	7	\$10.71
Tile Setter			\$26.06	59	7	\$10.71
Truck Driver - Teamster						
Group I			\$21.65	101	5	\$8.00
Group II			\$22.30	101	5	\$8.00
Group III			\$21.80	101	5	\$8.00
Group IV			\$22.30	101	5	\$8.00
Traffic Control Service Driver						
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 14

3/07

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. Friday must be scheduled for no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Saturdays, Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 94: Means eight (8) hours shall constitute a days work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 110: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain and mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. Friday must be scheduled for at least eight (8) hours and no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate.

NO. 114: Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. All work performed on Saturday shall be paid at one and one-half (1½) times the regular straight time hourly wage rate, except for those hours used as make-up time to complete a forty (40) hour work week. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate until forty (40) hours have been worked in the work week, then the hours worked over forty (40) hours, shall be paid at the one and one-half (1½) rate of pay.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

NO. 27: All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeymen		\$26.18	7	16	\$9.49
Millwright		\$26.18	7	16	\$9.49
Pile Driver Worker		\$26.18	7	16	\$9.49
OPERATING ENGINEER					
Group I		\$23.70	21	5	\$15.31
Group II		\$23.35	21	5	\$15.31
Group III		\$23.15	21	5	\$15.31
Group IV		\$19.50	21	5	\$15.31
Oiler-Driver		\$19.50	21	5	\$15.31
LABORER					
General Laborer		\$22.52	2	4	\$8.13
Skilled Laborer		\$23.12	2	4	\$8.13
TRUCK DRIVER - TEAMSTER					
Group I		\$24.27	22	19	\$8.00
Group II		\$24.43	22	19	\$8.00
Group III		\$24.42	22	19	\$8.00
Group IV		\$24.54	22	19	\$8.00

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the double time rate of pay. When a holiday falls on a Sunday, Monday shall be observed.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Thursday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**PURCHASE AGREEMENT
FOR
PAINTING SERVICES TERM AND SUPPLY
PRIMARY SUPPLIER**

THIS AGREEMENT dated the 28th day of June 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Certa Pro Painters**, 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 **Painting Services Term and Supply**, County of Boone Request for Bid, bid number **49-19JUN07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, Prevailing Wage #14 as well as the Contractor's bid response dated June 19, 2007 and executed by Shannon Damron on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A, Prevailing Wage Order #14 and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall begin on July 1, 2007 and extend through June 30, 2008, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Painting Services as identified and responded to in the Contractor's Response Form. Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. **Certa Pro Painters** shall act as the primary supplier and shall furnish Painting Services for the County. The Contractor agrees to respond by phone within 24 hours after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the secondary contracted supplier.

4. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all 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.

CERTA PRO PAINTERS

BOONE COUNTY, MISSOURI

by Shannon Damm

by: Boone County Commission

title President

Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

address 200 Old Hwy 635, Ste. 301
Columbia Mo 65204

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

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

June E. Pitchford
Signature by cy

4/21/07
Date

Term/Supply - 6100-60100

Appropriation Account

4. Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

4.1. Company Name: Certa Pro Painters

4.2. Address: 200 Old Hwy 63 S. Ste. 301

4.3. City/Zip: Columbia Mo 65201

office 445-4019

4.4. Phone Number: Chris cell 823-0154 Shannon cell 823-0158

4.5. Fax Number: 573-445-4016

4.6. Federal Tax ID Number: 20-2454498

4.7. Painting Services: We propose to furnish the equipment and labor required to perform the work as described in bid, as indicated in this Bid Blank, provided to the County of Boone - Missouri, with transportation charges prepaid, and for the price quoted below. All equipment and labor to be furnished in accordance with the County of Boone - Missouri specifications attached hereto.

4.7.1. ITEM	DESCRIPTION	UNIT PRICE
1.	Lead Painter/Contractor @ Standard Time Rate:	\$ <u>42</u> /hour
2.	Lead Painter/Contractor @ Weekend/Evening Rate:	<u>63</u> \$ /hour
3.	Additional Painter @ Standard Time Rate:	<u>40</u> \$ /hour
4.	Additional Painter @ Weekend/Evening Rate:	\$ <u>60</u> /hour
5.	Special Tools:	Rental Cost Plus: _____ %
6.	Material:	Purchase Cost Plus: <u>15</u> %

4.8. Holidays: Contractor shall list the holidays observed by their company: Memorial Day, New Years Day, July 4th, Labor Day, Christmas, Good Friday

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

Shannon Damron

Type or Print Signed Name:

Shannon Damron

Today's Date: 6-19-07

4.10. Maximum % Increase 2nd Contract Period: 4 %

Maximum % Increase 3rd Contract Period: 4 %

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

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: University of Missouri - Columbia
Address: Jesse Hall - 1st floor

Contact Name: Angie Brandwein
Telephone Number: 882-9778

Date of Contract: 8-18-2006
Length of Contract: 3 week completion

Description of Prior Services (include dates):

Interior Painting 1st floor Jesse Hall

2. Prior Services Performed for:

Company Name: Gatehouse Apartments
Address: 2401 W. Broadway # 103

Contact Name: Scott Sedgwick
Telephone Number: 445-4535

Date of Contract: July 2006
Length of Contract: 2 month completion

Description of Prior Services (include dates):

Exterior Painting Apartment Complex Buildings

3. Prior Services Performed for:

Company Name: Central Methodist University
Address: 411 Central Methodist Square

Contact Name: Fayette Mo 65248
Telephone Number: R.G. Kirby

877-268-1854
Date of Contract:
Length of Contract: May 2007

Description of Prior Services (include dates):

Interior Painting Puckett Field House
Exterior Painting Puckett Field house

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID. NO. DAMRO-1	DATE (MM/DD/YYYY) 07/18/07
PRODUCER C-1. Laher-Tangora-Rodes Ins. Resource Inc. 401 Vandiver Drive Columbia MO 65202 Phone: 800-495-5678 Fax: 573-441-1225		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
Damron Service Inc. DBA Certa Pro Painters c/o Moresource 401 Vandiver Dr Columbia MO 65202		INSURER A: Acuity Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

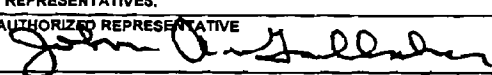
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR	ADD'L	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	L38579	04/18/07	04/18/08	EACH OCCURRENCE	\$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
							MED EXP (Any one person)	\$ 5000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2000000
							PRODUCTS - COMP/OP AGG	\$ 2000000
A		X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	L38579	04/18/07	04/18/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
							OTHER THAN AUTO ONLY: EA ACC	\$
							AUTO ONLY: AGG	\$
A		X	EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	L38579	04/18/07	04/18/08	EACH OCCURRENCE	\$ 1000000
							AGGREGATE	\$ 1000000
								\$
								\$
								\$
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	L38579	04/18/07	04/18/08	WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 1000000
							E.L. DISEASE - EA EMPLOYEE	\$ 1000000
							E.L. DISEASE - POLICY LIMIT	\$ 1000000
A			Equipment Floater	L38579	04/18/07	04/18/08		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 PAINTING CONTRACTOR

CERTIFICATE HOLDER

CANCELLATION

BOONE-4 Boone County Purchasing Dept 573-886-4390 601 E Walnut, Room 208 Columbia MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymmo.org

Bid Data

Bid Number: **49-19JUN07**
Commodity Title: **Painting Services Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY – June 19, 2007**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **TUESDAY – June 19, 2007**
Time: **10:30 A.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Conditions of Bidding**
 - 2.0: Primary Specifications**
 - 3.0: Response Presentation and Review**
 - 4.0: Response Form**
- Standard Terms and Conditions**
Exhibit A
Prevailing Wage Order #14

1. Introduction and General Conditions of Bidding

1.1. INVITATION - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. DEFINITIONS

1.2.1. County - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

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

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

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. Bidder / Contractor / Supplier - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

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

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

Supplier - All business(s) entities which may provide the subject goods and/or services.

1.2.3. Bid - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. Response - The written, sealed document submitted according to the Bid instructions.

1.3. BID CLARIFICATION - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. Bidder Responsibility - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.3.2. Bid Amendment - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

1.4. AWARD - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.

1.4.1. Prices must be completed by Bidder on the Response Page for each item listed. Bids submitted without individual item prices may be considered as non-responsive and rejected.

1.5. CONTRACT EXECUTION - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

1.5.1. Precedence - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.

1.6. CONTRACT PERIOD - Any Term and Supply Contract resulting from this Bid will have an initial term from July 1, 2007 through June 30, 2008, and may be automatically renewed for an additional two (2) years unless canceled by the Purchasing Director in writing prior to a renewal term.

1.7. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Painting Services** to various properties of Boone County – Missouri.
- 2.2. **Contract Period** - The Term and Supply Contract period shall be from July 1, 2007 through June 30, 2008, and may be automatically renewed for an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
 - 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
 - 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County, a copy of which is attached.
- 2.3. **Pricing** – Contract will be awarded on a firm price for the initial period ending on June 30, 2008. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.
 - 2.3.1. It shall be the responsibility of the Contractor to notify the County of Boone sixty (60) days prior to the end of the contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.4. **General Conditions**
 - 2.4.1. **Scope of Work:** Contractor shall furnish qualified lead painter and additional painters as required by the Boone County Facilities Maintenance Manager to perform painting and/or preparation at various County facilities. Work could be interior or exterior, and includes park and trail areas.
 - 2.4.2. **Estimated Usage:** Based on past usage, the estimated total expenditures against this contract are expected to be approximately \$24,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. All orders will be placed by the Facilities Maintenance Department on an “as needed” basis. The Facilities Maintenance Manager will discuss scope of work and contractor will provide cost estimate prior to commencement of project. Special tools and hours of work for determining rate will be agreed upon. An estimate is for determining project feasibility. Payment will be based on actual hours worked.
 - 2.4.3. **Locations** - All services will be provided to any Boone County owned or leased facility.
 - 2.4.4. **Tools Standard** – Contractor shall supply the normal tools of the trade such as step ladders up to and including 8’, extension ladders up to and including 24’, spray paint applicators of all types, self contained breathing apparatus, hand power tools, tarps, drapes, protective coverings, surface patch tools, cleaning products, pans, rollers, brushes etc.
 - 2.4.5. **Tools Special** – Contractor shall furnish rental items at standard rates plus a percentage. Specialty tools would include items such as scaffolding, man-lifts, and electrostatic sprayers. Contractor shall provide rental tickets showing rental rate.
 - 2.4.6. **Transportation** – Contractor shall provide all transportation to and from the jobsite. Contractor shall bring all materials and tools needed to complete the project. Transportation from shop to jobsite and back is compensable but shall not exceed thirty minutes one way and shall not exceed one round trip per day unless otherwise authorized by Boone County Facilities Manager.
 - 2.4.7. **Materials** – Contractor shall be able to apply various materials including latex, alkyds, epoxy, stains and clear finishes. Contractor will store products as directed. Boone County Facilities Maintenance will normally provide all finish products, however, Contractor may be asked to furnish any or all materials on a cost-plus basis. Contractor shall provide receipts for materials purchased.
 - 2.4.8. **Surface Preparation** – Surface preparation shall be done according to the SSPC rating recommended for the product to be applied. The minimum preparation shall be done according to SSPC-SP1.
 - 2.4.9. **Safety** – Contractor shall follow OSHA regulations for the protection of the workers and by-standers. Workers entering a confined space shall have appropriate training and rescue equipment.
 - 2.4.10. **Hours of Work** – Standard work hours will be 6:00 a.m. to 6:00 p.m., Monday through Friday. Weekend

and evening rates will apply for work outside these hours and must have prior approval by the Boone County Facilities Maintenance Manager.

- 2.4.11. The County reserves the right to bid any job with an estimated cost of \$4,500 or more.
- 2.4.12. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, The County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.4.13. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.
- 2.4.14. **Contractor Qualifications and Experience:** The Contractor to whom a Painting Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. The attached Exhibit A may be used for this purpose.
- 2.4.15. **Invoices:** The County's purchase order number must appear on the invoice. All contracted work done for the County must include the following information with all invoices:
 - 1. Name of the County location where work was performed.
 - 2. Date(s) work performed.
 - 3. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.4.17. Invoices should be submitted to Boone County Facilities Maintenance for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.
- 2.5. **Contractor Responsibility:**
 - 2.5.1. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job.
 - 2.5.2. Contractor is responsible for accurately measuring the quantity of material required for the entire project.
 - 2.5.3. Contractor shall follow all state, federal and local requirements, laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
 - 2.5.4. **Final Inspection and Approval:** Contractor will not be required to obtain any City of Columbia permits but is required to schedule project inspections with the Boone County Facilities Maintenance Manager. The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. Final project approval is contingent upon the Facilities Maintenance Manager's final inspection.
 - 2.5.5. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
 - 2.5.6. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.
 - 2.5.7. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be

performed at no cost to the County.

- 2.5.8. **Warranty:** The contractor shall guarantee all work performed under this contract. All work shall be warranted for a minimum period of ninety (90) calendar days from the date of project completion. If the same job must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County.
- 2.5.9. Contractor shall be responsible for coordinating all work involving utility structures with the appropriate utility owners prior to commencement of any work.
- 2.5.10. Contractor shall coordinate the removal, relocation and/or installation of all signs, signal bases and parking meters with the City of Columbia.
- 2.5.11. Contractor shall be responsible for removing and replacing any concrete injured.
- 2.5.12. Contractor will be required to provide appropriate warning signs during the project to insure public safety.
- 2.6.. **Contractor's Insurance:**
- 2.6.1. **Insurance Requirements** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 2.6.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.
Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.6.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.
- 2.6.4. **Owner's Contingent or Protective Liability and Property Damage** - The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.6.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

2.7. **INDEMNITY AGREEMENT** – To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

2.8. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.9. **Special Conditions and Requirements**

2.9.1. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured from Bob Davidson, Manager of Facilities Maintenance at (573) 886-4401.

2.9.2. **Wage Rates**

2.9.2.1. **General**

2.9.2.2. This contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.

2.9.2.3. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

2.9.2.4. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.

2.9.2.5. **Prevailing Annual Wage Order Number 10** is attached. At any given time, the current, "applicable" Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201; or e-mail: mbobbitt@boonecountymo.org; or call (573) 886-4391.

2.9.3. **Records**

2.9.3.1. The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.

2.9.4. **Notices**

2.9.4.1. Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous

places on the project under a heading of NOTICE with the heading in letters at least one inch (1”) high.

- 2.9.5. **Penalty**
- 2.9.5.1. Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, ten dollars (\$10) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any Subcontractor under them.
- 2.9.6. **Affidavit of Compliance**
- 2.9.6.1. After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 2.9.7. **Wage Determination**
- 2.9.7.1. During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes.
- 2.9.7.2. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.
- 2.10. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: mbobbitt@boonecountymo.org
- 2.11. **Designee** – Bob Davidson, Manager of Boone County Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201-4460; Phone: (573) 886-4401; Fax: (573) 886-4402; e-mail: bdavidson@boonecountymo.org.
- 2.12. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County’s requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County’s decision will be based upon the ability of the primary source to supply acceptable goods or services within the County’s time requirements. The County’s decision to utilize the secondary and tertiary sources shall be final and conclusive.
- 2.13. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
 - 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID Number: _____

4.7. **Painting Services:** We propose to furnish the equipment and labor required to perform the work as described in bid, as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment and labor to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1. ITEM	DESCRIPTION	UNIT PRICE
1.	Lead Painter/Contractor @ Standard Time Rate:	\$ _____/hour
2.	Lead Painter/Contractor @ Weekend/Evening Rate:	\$ _____/hour
3.	Additional Painter @ Standard Time Rate:	\$ _____/hour
4.	Additional Painter @ Weekend/Evening Rate:	\$ _____/hour
5.	Special Tools:	Rental Cost Plus: _____ %
6.	Material:	Purchase Cost Plus: _____ %

4.8. **Holidays:** Contractor shall list the holidays observed by their company: _____

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

Type or Print Signed Name: _____

Today's Date: _____

4.10. Maximum % Increase 2nd Contract Period: _____ %

Maximum % Increase 3rd Contract Period: _____ %

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

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 208

Columbia, MO 65201

Melinda Bobbitt, Director

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

-
1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
 9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
 11. No bid transmitted by fax machine will be accepted.
 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

Annual Wage Order No. 14

Section 010
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Allen E. Dillingham, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 9, 2007

Last Date Objections May Be Filed: April 9, 2007

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	**Effective Date of	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$26.44	55	60	\$13.66
Boilermaker			\$29.20	57	7	\$17.90
Bricklayers - Stone Mason			\$26.06	59	7	\$10.71
Carpenter			\$22.18	60	15	\$9.77
Cement Mason			\$21.59	9	3	\$9.70
Electrician (Inside Wireman)			\$27.21	28	7	\$10.69 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$35.815	26	54	\$14.554
Operating Engineer						
Group I			\$24.62	86	66	\$15.40
Group II			\$24.62	86	66	\$15.40
Group III			\$23.37	86	66	\$15.40
Group III-A			\$24.62	86	66	\$15.40
Group IV			\$22.39	86	66	\$15.40
Group V			\$25.32	86	66	\$15.40
Pipe Fitter		b	\$31.25	91	69	\$18.18
Glazier			\$22.40	FED		\$11.75 + 9.4%
Laborer (Building):						
General			\$18.37	110	7	\$8.99
First Semi-Skilled			\$26.42	114	27	\$8.93
Second Semi-Skilled			\$19.37	110	7	\$8.99
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$26.06	59	7	\$10.71
Millwright			\$23.18	60	15	\$9.77
Iron Worker			\$23.57	11	8	\$15.04
Painter			\$20.25	18	7	\$7.82
Plasterer			\$20.61	94	5	\$9.49
Plumber		b	\$31.25	91	69	\$18.18
Pile Driver			\$23.18	60	15	\$9.77
Roofer			\$25.25	12	4	\$9.84
Sheet Metal Worker			\$25.55	40	23	\$11.18
Sprinkler Fitter			\$16.00	FED		\$2.55
Terrazzo Worker			\$26.06	59	7	\$10.71
Tile Setter			\$26.06	59	7	\$10.71
Truck Driver - Teamster						
Group I			\$21.65	101	5	\$8.00
Group II			\$22.30	101	5	\$8.00
Group III			\$21.80	101	5	\$8.00
Group IV			\$22.30	101	5	\$8.00
Traffic Control Service Driver						
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 14

3/07

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. Friday must be scheduled for no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Saturdays, Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 94: Means eight (8) hours shall constitute a days work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 110: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain and mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. Friday must be scheduled for at least eight (8) hours and no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate.

NO. 114: Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. All work performed on Saturday shall be paid at one and one-half (1½) times the regular straight time hourly wage rate, except for those hours used as make-up time to complete a forty (40) hour work week. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate until forty (40) hours have been worked in the work week, then the hours worked over forty (40) hours, shall be paid at the one and one-half (1½) rate of pay.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

NO. 27: All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman		\$26.18	7	16	\$9.49
Millwright		\$26.18	7	16	\$9.49
Pile Driver Worker		\$26.18	7	16	\$9.49
OPERATING ENGINEER					
Group I		\$23.70	21	5	\$15.31
Group II		\$23.35	21	5	\$15.31
Group III		\$23.15	21	5	\$15.31
Group IV		\$19.50	21	5	\$15.31
Oilier-Driver		\$19.50	21	5	\$15.31
LABORER					
General Laborer		\$22.52	2	4	\$8.13
Skilled Laborer		\$23.12	2	4	\$8.13
TRUCK DRIVER - TEAMSTER					
Group I		\$24.27	22	19	\$8.00
Group II		\$24.43	22	19	\$8.00
Group III		\$24.42	22	19	\$8.00
Group IV		\$24.54	22	19	\$8.00

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the double time rate of pay. When a holiday falls on a Sunday, Monday shall be observed.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Thursday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 07


In the County Commission of said county, on the 28th day of June 20 07


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

Now on this day the County Commission of the County of Boone does hereby approve Vance Brothers as a sole source vendor to purchase equipment parts for the crack seal equipment located in the Public Works Department.

Done this 28th day of June, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 07

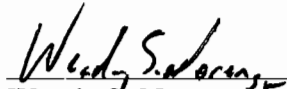
In the County Commission of said county, on the 28th day of June 20 07

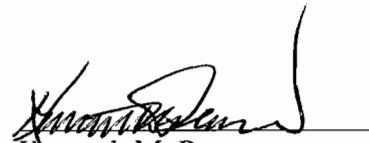
the following, among other proceedings, were had, viz:

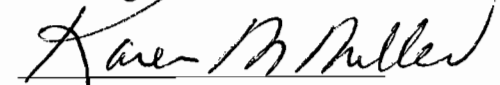
Now on this day the County Commission of the County of Boone does hereby award bid 19-22JUN07 Miscellaneous Electrical Work to Coastal Electric, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 28th day of June, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CONTRACT AGREEMENT

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

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

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

**BID NUMBER 19-22JUN07
Miscellaneous Electrical Work
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the following:

• Boone County Government Center-Assessor's Office	\$2,850.00
• Boone County Government Center-File Room 111	\$480.00
• Boone County Government Center-GIS Office	\$520.00
• Boone County Government Center-Mechanical Room	\$990.00
• Boone County Government Center-Planning & Zoning Office	\$1,250.00
• Boone County Government Center-IT Office Room	\$590.00
• Boone County Government Center-IT Office Room 229	\$220.00
• Boone County Courthouse-Probate Office	\$230.00
• For a total contract amount of	\$7,130.00

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

1. Introduction and General Terms and Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Response Form
5. Standard Terms and Conditions

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

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

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

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

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

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

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

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

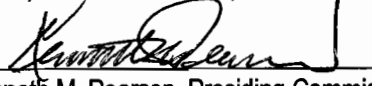
The Owner agrees to pay the Contractor in the amount:

Seven Thousand One Hundred Thirty Dollars and No Cents (\$7,130.00)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 6/28/2007 at
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: 
Kenneth M. Pearson, Presiding Commissioner

ATTEST:

CONTRACTOR: **Coastal Electric, Inc.**

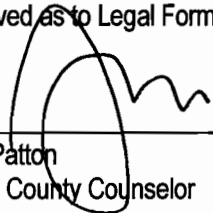

Wendy Noren, County Clerk

By: 
Authorized Representative Signature

By: Nancy Palmer
Authorized Representative Printed Name

Title: President

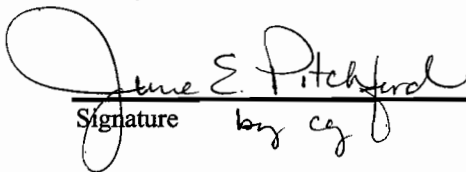
Approved as to Legal Form:


John Patton
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

6020/71100-\$7,130.00 ✓


Signature by cej

6/26/07
Date

Appropriation Account

4. Response Form

- 4.1. Company Name: Coastal Electric, Inc.
- 4.2. Address: 3660 Scott Boulevard
- 4.3. City/Zip: Columbia, MO 65203
- 4.4. Phone Number: 573-875-2200
- 4.5. Fax Number: 573-446-8059
- 4.6. E-Mail Address: nancy@coastalelectric.net
- 4.7. Federal Tax ID: 43-1709846
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

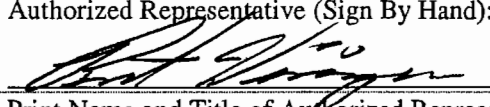
4.8.	PRICING – Bid price must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.	
		<u>Price</u>
4.8.1.	Boone County Government Center-Assessor's Office	\$ <u>2,850.00</u>
4.8.2.	Boone County Government Center-File Room 111	\$ <u>480.00</u>
4.8.3.	Boone County Government Center-GIS Office	\$ <u>520.00</u>
4.8.4.	Boone County Government Center-Mechanical Room	\$ <u>990.00</u>
4.8.5.	Boone County Government Center-Planning & Zoning Office	\$ <u>1,250.00</u>
4.8.6.	Boone County Government Center-IT Office Room	\$ <u>590.00</u>
4.8.7.	Boone County Government Center-IT Office Room 229	\$ <u>220.00</u>
4.8.8.	Boone County Courthouse-Probate Office	\$ <u>230.00</u>
4.8.9.	TOTAL	\$ <u>7,130.00</u>
4.8.10.	After Notice to Proceed is issued, work will begin on this project within <u>7</u> days.	
4.8.11.	Project will be completed within <u>21</u> working days after first day of work commencement.	
4.9.	The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.	
4.9.1.	Authorized Representative (Sign By Hand): 	Date: <u>June 22, 2007</u>
4.9.2.	Print Name and Title of Authorized Representative <u>Brent Winingear, Project Manager</u>	

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for: County of Boone

Company Name: County of Boone

Address: 601 East Walnut, Room 209, Columbia, MO 65201

Contact Name: Bob Davidson

Telephone Number: 573-886-4392

Date of Contract: December 26, 2006

Length of Contract: 1 year with renewal

Description of Prior Services (include dates):

Miscellaneous electrical, distribution, lighting, etc.

2. Prior Services Performed for: Columbia School District

Company Name: Columbia School District

Address: 6006 W. Vanhorn Tavern Road, Columbia, Missouri

Contact Name: Chester Edwards

Telephone Number: 573-214-3760

Date of Contract: Various

Length of Contract: 6+ years

Description of Prior Services (include dates):

Service contract for all electrical needs including power distribution, lighting, and miscellaneous

3. Prior Services Performed for: University of Missouri-Columbia

Company Name: University of Missouri-Columbia

Address: 130 General Services Building

Columbia, MO 65211

Contact Name: John Neal

Telephone Number: 573-882-1133

Date of Contract: Various

Length of Contract: Various

Description of Prior Services (include dates): Various electrical upgrades and general electrical contracting

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NS
COAST-1

DATE (MM/DD/YYYY)
07/09/07

PRODUCER
Naught-Naught/Columbia
3928 S. Providence
Columbia MO 65203
P. : 573-874-3102 Fax: 866-779-8102

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Coastal Electric, Inc.
P.O. Box 7629
Columbia MO 65205

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Midwestern Indemnity Co	
INSURER B: Hawkeye-Security Insurance	36919
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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


INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLNK'T ADDL INSD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CCP8164876/PENDING	07/01/07	07/01/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8161378/PENDING	07/01/07	07/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CU8165278/PENDING	07/01/07	07/01/08	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC8164878/PENDING	07/01/07	07/01/08	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Boone-Missouri is listed as Additional Insured in regards to the General Liability.

CERTIFICATE HOLDER

COUNTYB

 County of Boone-Missouri
 c/o Heather Turner
 601 E. Walnut Room 209
 Columbia MO 65201

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE


IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



BOONE COUNTY, MISSOURI
Request for Bid #: 19-22JUN07 – Miscellaneous Electrical Work

ADDENDUM #1 - Issued June 20, 2007

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

Questions were raised at the pre-bid meeting and the County has provided the following response:

- I. Does all work have to be done on the weekends or in the evenings as stated in the bid?**

County Response: Assessors and Building Inspection offices only

- II. In the Assessor's Office and for the Power Pole in the Equipment Room, can the Contractor run the conduit and the County pull it all?**

County Response: County pulls data only

- III. Is the Contractor required to supply the breakers? If so, how many are needed and what brand do they need to be?**

County Response: Yes, the Contractor is to supply all the breakers. Five breakers are needed and they need to be consistent with the rest of the breakers in the box.

- IV. Will the County move desks and other items out of the way in the Assessor's Office?**

County Response: Yes

V. Can the Contractor blank off the receptacles in file room 111 with blank plates and leave them in place?

County Response: Yes

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 19-22JUN07 – *Miscellaneous Electrical Work*, of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request For Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Senior Buyer
573/886-4392 - FAX 573/886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **19-22JUN07**
Commodity Title: **Miscellaneous Electrical Work**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **FRIDAY, JUNE 22, 2007**
Time: **1:30 PM (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

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

Bid Opening

Day / Date: **FRIDAY, JUNE 22, 2007**
Time: **1:30 PM**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions
"No Bid" Form**

Note: A MANDATORY pre-bid meeting has been scheduled for June 14, 2007 at 10:00 a.m. in the Boone County Johnson Building Conference Room, 601 E. Walnut, Room 213. All bidders are REQUIRED to attend. A project site visit will immediately follow the pre-bid meeting.

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
 - 1.3.3. **Pre-Bid Meeting** – A **MANDATORY** pre-bid meeting will be held at 10:00 a.m. Thursday, June 14, 2007 in the Boone County Johnson Building Conference Room, 601 E. Walnut, Room 213, Columbia, MO 65201. A tour of the project site will be provided immediately following the pre-bid meeting.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – All work shall be completed within 45 working days following issuance of the notice to proceed unless otherwise approved, in writing, by Bob Davidson, Facilities Maintenance Manager.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing of all labor, materials, equipment, and supervision to perform **Miscellaneous Electrical Work** at the Boone County Courthouse and Boone County Government Center.
- 2.2. **Scope of Services** – The contractor shall provide all labor, materials, equipment, and supervision to complete the following miscellaneous electrical work.
 - 2.2.1. **Boone County Government Center-Assessor’s Office**-The contractor shall supply a four-plex electrical outlet to the desk as well as data/telephone to the desk in the floor box through a pillar to the ceiling (approx. 88’ conduit). The contractor shall include cutting and patching of approximately 10 feet of concrete flooring in their bid price.
 - 2.2.2. **Boone County Government Center-File Room 111**-The contractor shall blank off three (3) existing receptacles and relocate approximately two (2) feet North to an existing wall.
 - 2.2.3. **Boone County Government Center-GIS Office**-The contractor shall install a four-plex outlet on a dedicated circuit. This shall require approximately 40 feet of conduit to the electrical closet and panel E1 Sect 2 Slot 81.
 - 2.2.4. **Boone County Government Center-Mechanical Room**-The contractor shall install a power pole with data and telephone. This will require a dedicated circuit to the 2nd floor East electrical closet in panel E2 Sect 2 Slot 55 and approximately 15 feet of conduit.
 - 2.2.5. **Boone County Government Center-Planning & Zoning Office**-The contractor shall install two (2) dedicated four-plex outlets in the wall behind the reception desk. This shall require approximate 80 feet of conduit to the East electrical closet at panel E2 Sect 2 Slot 59.
 - 2.2.6. **Boone County Government Center-IT Office Room**-The contractor shall install a dedicated circuit for the copier by the refrigerator. This shall require approximately 90 feet of conduit to the East electrical closet to panel E2 Sect 2 Slot 57.
 - 2.2.7. **Boone County Government Center-IT Office Room 229**-The contractor shall change the existing duplex outlet to a four-plex outlet in the middle of the South wall.
 - 2.2.8. **Boone County Courthouse-Probate Office**-The contractor shall install a four-plex receptacle on the back side of an existing receptacle and feed through the existing receptacle.
- 2.3. **Contract Documents** - The successful Bidder shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If the Bidder desires to contract under his own written agreement, any such proposed agreement shall be submitted in blank with his bid. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to the County legal counsel.
- 2.4. **Project Schedule** – Work must be scheduled with the Facilities Maintenance Manager and can only be performed on the weekends and/or evenings (after 5:00 p.m.). It is the contractor’s responsibility to notify the County within 48 hours of starting the work. A project schedule depicting the progression of the work shall be submitted for the County’s approval.
- 2.5. **Contractor Qualifications and Experience** – The contractor to whom a contract is awarded must provide evidence that they have past experience in the type of work as outlined in the specifications for a minimum of three (3) years. Exhibit A, Reference List, may be used to list previous work experience.
 - 2.5.1. The bidder, at the time of bid submittal, must possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses and certifications should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.6. **GENERAL CONDITIONS**
 - 2.6.1. The Contractor shall be responsible for the removal and lawful disposal of all excess materials and costs for the said services are included in the bid price.

- 2.6.2. The Contractor shall be responsible for accurately measuring the quantity of material required for the entire project. The Contractor is required to view the proposed areas. The County does not guarantee minimum order quantities.
- 2.6.3. The Contractor shall comply with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.6.4. The contractor shall be responsible for obtaining any and all required permits.
- 2.6.5. The Contractor is required to schedule the project inspections with the Facilities Maintenance Department.
- 2.6.6. The Contractor shall provide all material safety data sheets prior to use of any hazardous materials on the sites.
- 2.6.7. The Contractor shall be responsible for removing and replacing damaged surfaces during the project at no additional expense to the County.
- 2.6.8. The Contractor shall be responsible for the demolition and removal of any existing materials in the work area. The Contractor shall leave the site neat and clean at the end of each day.
- 2.6.9. The Contractor shall be required to provide appropriate warning signs and barricades during the project to insure public safety.
- 2.6.10. The contractor shall provide new material of high quality that shall give long life. The workmanship shall be of high quality in every detail. Any item installed prior to approval may be subject to removal at the Contractor's expense.
- 2.6.11. The Contractor shall begin the project no later than 7 days after the Notice to Proceed. The Contractor will be expected to complete the project within 45 working days after the Notice to Proceed.
- 2.6.12. The Contractor shall request the County to conduct site inspections after the project is complete. The County will prepare a Punch-List during the inspection and will forward a copy of the Punch-List to the Contractor. After the Punch-List items have been corrected, the Contractor shall request a final inspection with the County. Final project approval is contingent upon the County's final inspection and written approval.
- 2.7. **WARRANTY** – The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the County, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary.
- 2.8. **PREVAILING WAGE RATES** – The contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current prevailing wage order #14 is to be used.** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. Copies can be obtained by contacting the Boone County Purchasing Department or via the Internet at: www.showmeboone.com/purchasing .
- 2.9. **BILLING AND PAYMENT** - Payment shall be made after the work has been completed and an invoice has been received. The vendor must reference the purchase order number on the invoice. The vendor must submit an invoice and charges must only include prices listed in the vender's bid response. Any additional costs associated with this project must be approved through the appropriate Change Order mechanism approved by the Boone County Commission. No additional fees or taxes shall be included as additional charges. Invoices should be submitted to Bob Davidson, Facilities Maintenance, 601 E. Walnut, Room 205, Columbia, MO 65201 for payment which will be made 30 days after receipt of a correct and valid invoice.

- 2.10. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form, and companies satisfactory to the County. The County must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
- 2.10.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.10.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.10.3. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.10.4. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.10.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.10.6. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of

Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.

2.10.7. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.11. **BOND REQUIREMENTS**

2.11.1. **BID BOND: If Bidder's total bid price exceeds \$25,000.00**, the bid response shall be accompanied by a proposal guaranty equaling 5% of the total amount of the bid. The bond shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the bidder that if his bid be accepted, he will within ten (10) days after receipt of notice of such acceptance, enter into a contract and furnish a Performance Bond/Labor and Material Payment Bond to do the work advertised; and, in case of default, forfeit such bid bond.

2.11.2. **Performance Bond/Labor and Material Payment Bond** – On award of the Contract, if the successful Contractor's total bid price exceeds \$25,000.00, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

2.12. **LIEN WAIVERS** – Prior to the release of Contract amount, the Contractor shall file with the County the following:

1. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the Contract;
2. Lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
3. Lien waivers signed by each Sub-Contractor furnishing labor to the project releasing all claims against Boone County for said labor.

2.13. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, 601 E. Walnut, 2nd Floor, Columbia, Missouri 65201. Phone: 573-886-4392, Fax: 573-886-4390 or Email: hturner@boonecountymo.org.

2.14. **DESIGNEE** – Boone County Facilities Maintenance.

2.14.1. **Contact for Contract Administration** – The contractor shall be responsible for requesting prompt clarification when instructions are lacking, conflict(s) occur in performing the service as specified and/or the product manufacturer's literature or procedure specified is not clearly understood by contacting Bob Davidson, Facilities Maintenance Manager. In the event the contractor fails to resolve any conflict(s) which may exist, the contractor shall be responsible for handling the

discrepancies in a manner as prescribed by the design authority and at no additional cost to the County.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 07

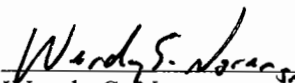
In the County Commission of said county, on the 28th day of June 20 07

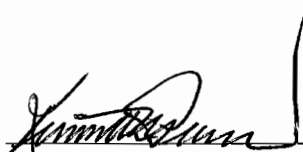
the following, among other proceedings, were had, viz:

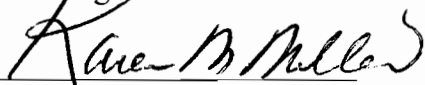
Now on this day the County Commission of the County of Boone does hereby award bid 29-24APR07 Law Enforcement Radar Units to Applied Concepts, Inc., and approves trade-in of one (1) radar unit, fixed asset tag #8072. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 28th day of June, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

**PURCHASE AGREEMENT FOR
RADAR UNITS**

THIS AGREEMENT dated the 28th day of June 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Applied Concepts, 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 the Radar Units, bid number **29-24APR07** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated April 20, 2007 and executed by John Dawson, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:

- Item 4.7.1. – Twelve (12) Radar Units (including cords, handles, wireless remote, tuning forks, carrying case, operator's manual, mounting bracket, complete operator's training, and fastest vehicle mode) \$26,340.00
- Minus trade-in of one (1) radar unit (\$200.00)
- For a total cost of \$26,140.00

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 20 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to 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.

APPLIED CONCEPTS, INC.

BOONE COUNTY, MISSOURI

by [Signature]
title SALES MANAGER

by: Boone County Commission
[Signature]
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

2901-91300 - ~~\$26,140.00~~ 24,145.00

2901-92300 \$1995.00

Signature Jane Pitchford by KF Date 6/21/2007

Appropriation Account

4. Response Form

4.1. Company Name: Applied Concepts, Inc.

4.2. Address: 2609 Technology Dr

4.3. City/Zip: Plano TX 75074-7467

4.4. Phone Number: 800-782-5537

4.5. Fax Number: 972-398-3781

4.6. Federal Tax ID: 75-1544925

- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. PRICING

	<u>Unit Price</u>	<u>QTY</u>	<u>Extended Price</u>
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Radar Units (including cords, handles, wireless remote, tuning forks, carrying case, operator's manual, mounting bracket, and complete operator training)

4.7.1.	Radar Units (including cords, handles, wireless remote, tuning forks, carrying case, operator's manual, mounting bracket, and complete operator training)	\$ <u>2195.00</u>	12	\$ <u>26,340.00</u>
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4.8. Optional Equipment

4.8.1.	Fastest Vehicle Mode	\$ <u>included</u>	12	\$ _____
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4.9. GRAND TOTAL

			\$ <u>26,340.00</u>
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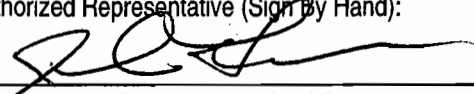
4.10. DESCRIBE ANY DEVIATIONS

4.11. DESCRIBE WARRANTY

SEE ATTACHED

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

4.12.1. Authorized Representative (Sign By Hand):


Date: 4/20/07
Print Name and Title of Authorized Representative

John Dawson Sales Manager

4.13. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

X Yes _____ No

4.14. Delivery ARO: 20 days

Stalker II Warranty Information

If you have a Stalker radar system, lidar or speed display in need of service, please call our **Customer Service** department at **1-877-782-5537 (Monday-Friday 8a-5p Central Time)**.

All non-warranty repairs are 100% satisfaction guaranteed (parts and labor) for 90 days.

	90 Days	PARTS COVERAGE			LABOR COVERAGE		
		1 Year	2 Years	3 Years	1 Year	2 Years	3 Years
Stalker II (Moving/Stationary)	Cables		◆			◆	

* The radar system in speed trailers is covered through the radar's normal warranty period.

Limited Warranty

Manufacturer warrants the radar or laser system to the original purchaser to be free of defects. At its discretion, the manufacturer agrees to repair or replace all radar components that fail due to defective materials or workmanship during the stated warranty period from the date of purchase. During the warranty period, there will be no charge for repair labor or parts. Purchaser shall return the failed unit to the factory or authorized service center, freight prepaid. The manufacturer will pay standard UPS ground return shipping. This warranty applies only to internal electronic components and circuitry. Warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. Manufacturer reserves the right to charge for defects and/or damages resulting from abuse or extraordinary environmental damage to the unit during the warranty period at rates normally charged for repairing such units not covered under warranty. Seller warrants the radar devices manufactured by Applied Concepts, Inc. are designed to perform the function of determining the speed of motor vehicles or the speed of target objects with reasonable radar reflectivity. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. Applied Concepts, Inc. will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use the product. As a further limit on warranty, and as an expressed warning, the user should be aware that harmful personal contact may be made with seller's radar devices in the event of violent maneuvers, collisions, or other circumstances, even though said radar devices are installed and used according to instructions. Applied Concepts, Inc. specifically disclaims any liability for injury caused by the radar devices in all such circumstances.

STALKER® II MDR Moving Radar

GENERAL SPECIFICATIONS

Type:	Handheld Moving/Stationary Doppler Radar
Operating Frequency:	34.7 Ghz (Ka-band)
Stability:	±100 Mhz
Battery Type:	Removable/rechargeable sealed battery handle containing a 7.2 Volt Li-Ion battery
Cell Capacity:	2000 mah
Power Requirements:	Removable Battery Handle: 7.2 VDC nominal Cigarette Plug Coil Cord Handle: 7.0 to 18.0 VDC. (currents are typical at 12VDC with Cigarette Plug Handle) XMIT with all displays off and back light off: 950 ma XMIT with moving target and back light: 1020 ma XMIT with no target and back light: 1010 ma Standby with no target and back light on: 370 ma Standby with no target and back light off: 330 ma Sleep mode: 180 ma
Environmental:	-30°C to +70°C, 90% Relative Humidity, Operating 0°C to 45°C, 90 Relative Humidity, Battery Charging -40°C to +85°C, non-operating
Display:	Back-lighted LCD with 3 speed windows (Target speed, Lock/Fast speed, and Patrol speed), 4-digit Alphanumeric status window, XMIT icon, and CHG icon
Mechanical:	Weight – 2.15 lb. with battery handle attached Height – 7.35 inches Length – 7.9 inches Width – 2.83 inches Radar Body Material – Aluminum and Magnesium die castings Handle Case Material – ABS polymer
Accuracy:	+1, -2 mph stationary, +2, -3 mph moving +1, -2 kmh stationary, +2, -3 kmh moving
Auto Self-Test:	Performed every 10 minutes while transmitting
Stationary Speed Range:	5 mph to 200 mph Standard 15 mph to 200 mph (option menu selectable)
Moving Speed Range:	Patrol speed - Selectable with P.S. 5/20 key: 5 in patrol window for acquisition of 5 to 90 mph 20 in patrol window for acquisition of 20 to 90 mph Patrol speed, once locked, will track to 199 mph Opposite lane target speed - 200 mph Max closing For 5 mph patrol speed: 20 mph to 195 mph For 70 mph patrol speed: 35 mph to 130 mph. Same lane target speed – Related to patrol speed: ±70% of patrol speed within 5 mph of patrol speed. i.e. For 50mph: 16→45 mph and 55→85 mph. Same lane patrol speed must be greater than 16 mph.

MICROWAVE SPECIFICATIONS

Antenna:	Conical horn
Polarization:	Circular
3db Beamwidth:	12° ±1°
RF Source:	Gunn-Effect diode
Receiver Type:	Two Direct Conversion Homodyne receivers using four low-noise Schottky barrier mixer diodes
Power Output:	10 mw minimum 25 mw nominal 50 mw maximum
Power Density:	2 mw/cm ² maximum at 5 cm from lens

SPEED WINDOW MESSAGES

PR55:	PR55 in the speed windows indicates the unit has just passed self-test.
FRIL:	FRIL in the speed windows indicates the unit has just failed self-test. Speed readings are inhibited. Remove the unit from service and repair. FRIL will remain on the display until reset by being powered off.

DISPLAY WINDOW INDICATORS

BRT:	A flashing BRT message indicates a nearly exhausted battery
V LD:	A V LD message indicates the battery voltage is too low.

MESSAGE WINDOW MESSAGES

RFI:	An RFI message indicates the presence of an interfering signal. Operation is inhibited during an RFI indication
MENU:	A MENU message displayed in the message window after the MENU key is pressed and indicates that the radar is in MENU mode
TEST:	A TEST message indicates that a test sequence is in process
AWAY:	AWAY showing in the message window indicates that the radar is set to track targets moving away from the radar in stationary mode
CLOS:	CLOS showing in the message window indicates that the radar is set to track targets closing on the radar in stationary mode
BOTH:	BOTH indicates that the target direction is set to simultaneously track both closing and away targets in stationary mode
SAME:	A SAME message indicates that same lane moving mode has just been selected
OPP:	A OPP message indicates that opposite lane moving mode has just been selected
STOP:	A STOP message indicates that the radar is in stopwatch mode. Stopwatch mode is selected from the OPERATOR MENU
LOCK:	A LOCK message indicates that a strong target has been locked. The LOCK message will alternate with the operating mode in the message window
FLOK:	A FLOK message indicates that a faster target has been locked. The FLOK message will alternate with the operating mode in the message window
FORK:	A FORK message indicates that the radar is in fork mode. The FORK message will alternate with the operating mode in the message window

SWITCH DEFINITION

TRIGGER:	Press the trigger to transmit and release the trigger for hold. A push (to transmit) push (to hold) operation is optional. The trigger can also be used in stopwatch mode to perform the start/stop function.
MENU:	MENU is used to enter the operator menu
STA/MOV:	STA/MOV selects stationary or moving mode
▲/TEST:	▲ sets distance in stopwatch mode and increments settings in the operator menu. TEST performs a diagnostic check on the radar.
LIGHT/▼:	LIGHT switches the backlight on and off. ▼ sets distance in stopwatch mode and decrements settings in the operator menu.
LOCK/REL:	LOCK/REL is used to LOCK and RELEASE strong speed targets
BOTH DIRECTION:	This key is used to select target direction
POWER:	POWER toggles the main power ON and Off.

REMOTE CONTROL FUNCTIONS

▲:	▲ is used to set distance in stopwatch mode and to increment settings in the operator menu
STRONG LOCK/REL:	STRONG LOCK/REL is used to lock and release strong targets
MENU:	MENU is used to enter the operator menu
XMIT/HLD:	XMIT/HLD toggles between transmit mode and hold mode
SS:	SS is the Start/Stop control for stopwatch operation
STA/MOV:	STA/MOV selects either stationary mode or moving mode
FAST LOCK/REL:	FAST LOCK/REL is used to lock and release faster targets
▼:	▼ is used to set distance in stopwatch mode and to decrement settings in the operator menu
BOTH/ DIRECTION:	BOTH/DIRECTION is used to select target direction
SEn:	SEn adjusts the sensitivity (range) of the radar
100:	100 is used for setting distance in stopwatch mode
SQL:	SQL toggles the squelch control on/off
10:	10 is used for setting distance in stopwatch mode
PS 5/20:	PS 5/20 is used to set the minimum patrol speed
1:	1 is used for setting distance in stopwatch mode
TEST:	Press TEST to perform a diagnostic check on the radar
⦿:	⦿ is used to adjust the doppler volume and the beep volume
PS BLANK:	PS BLANK will blank a locked patrol speed and it is also used to re-acquire a new patrol speed
LIGHT:	LIGHT activates the remote backlight for 6 seconds

STALKER® II

STALKER II MDR: MOVING TARGET DETECTION Radar
STALKER II MDR: MOVING TARGET DETECTION Radar

Legendary Stalker Performance

The range and performance of a car-mounted radar in a versatile, hand-held package.

- Direction Sensing capability in a hand-held package – can also be dash mounted.
- Small, light, die-cast metal case.
- Easily tracks smaller, faster targets among stronger target signals.
- True waterproof case ensures it will survive all conditions.
- Optional rear-facing antenna available for in-car applications.

Don't risk your department's reputation and traffic safety program on anything less than a Stalker II.

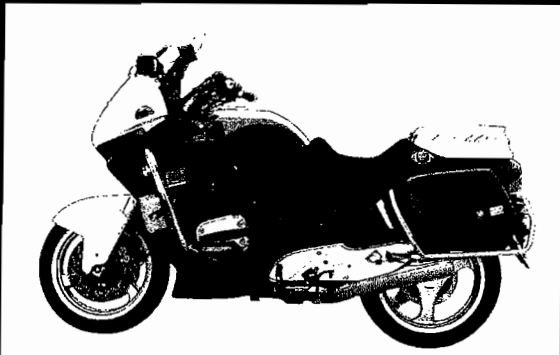
Optional Sealed Remote Control. Rain or shine, the operator functions can be controlled via the remote control.

Optional Cables. The Stalker II has several optional cables.

Mounts. The Stalker II can be dash mounted (with or without handle) in the police vehicle or can be mounted on motorcycle handle bars.

Holster. Allows the Stalker II to be safely and securely carried on motorcycle patrol.

Rear antenna connection. A second, optional rear-facing antenna can be connected to the Stalker II MDR to yield the performance of a two-antenna dash-mounted unit.

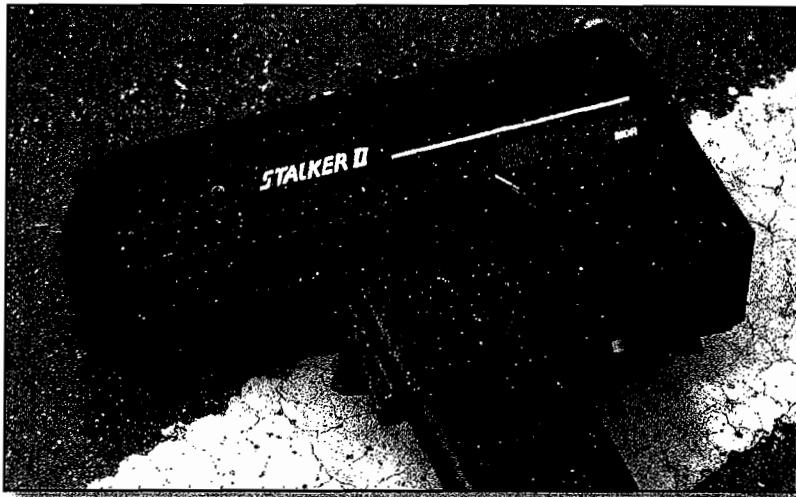


The backlit display presents an intuitive user interface with clear messaging and control buttons. It features LCD display windows for Strongest Target, Faster Target, and Patrol Speed (in moving mode) with direction arrows that indicate the direction of travel for both the strongest and faster targets.

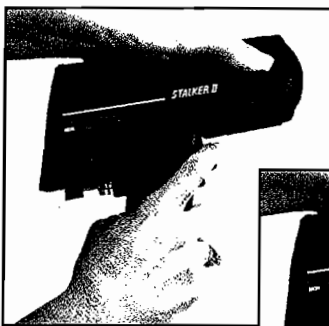


The Battery Handle Charger operates using either the 120 VAC wall adapter or an optional 12 VDC cigarette plug cable.

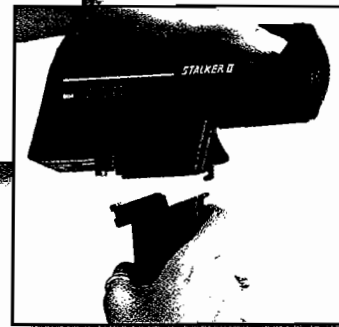
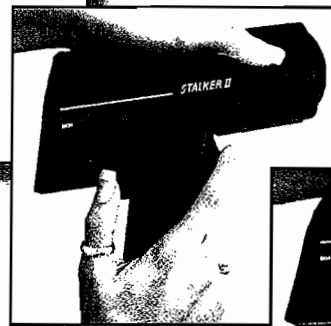
STALKER II brings patented Direction Sensing technology to a hand-held.



Stalker II can automatically distinguish between faster or slower same-lane target in moving mode without a slower key and can simultaneously track targets closing and going away.



Quick Lock-and-Release Battery Handle Design.



The detachable handle system allows the operator to swap battery handles in seconds.

Moving mode	NA	Standard
Automatic Same-Lane Mode (no slower key)	NA	Standard
VSS operation	NA	Standard
VSS Moving/Stationary modes auto switching	NA	Standard
Removable rechargeable battery handle	Standard	Standard
Waterproof down to 2 feet of water depth	Standard	Standard
Rugged but lightweight die-cast metal body	Standard	Standard
Stopwatch mode	Standard	Standard
Directional sensing	Standard	Standard
Strongest and Faster display in all target modes	Standard	Standard
Faster Target Lock in all target modes	Standard	Standard
Software upgradeable	Standard	Standard
Video interface connector	Standard	Standard
Battery handle charger	Standard	Standard
Cordless remote control	Optional	Standard
Dash mount operation	Optional	Standard
Motorcycle operation	Optional	Optional
Motorcycle holster	Optional	Optional
Wired remote control	Optional	Optional
Rear Facing Antenna	NA	Optional

STALKER® II

Rear Display

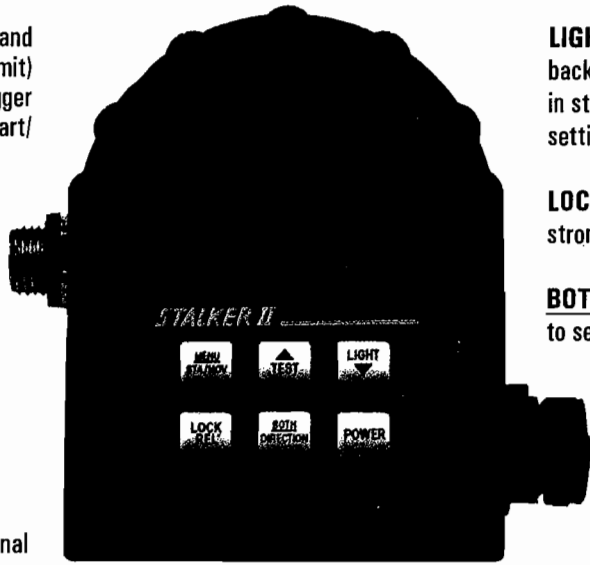
TRIGGER – Press the trigger to transmit and release the trigger for hold. A push (to transmit) push (to hold) operation is optional. The trigger is used in stopwatch mode to perform the start/stop function.

MENU – is used to enter the operator menu.

STA/MOV – selects stationary or moving mode in the MDR. Not used in the SDR.

▲/TEST – ▲ sets distance in stopwatch mode and increments settings in the operator menu. **TEST** performs a diagnostic check on the radar.

Antenna Port – allows connection of optional rear-facing antenna.



LIGHT/▼ – **LIGHT** switches the backlight on and off. **▼** sets distance in stopwatch mode and decrements settings in the operator menu.

LOCK/REL – is used to **LOCK** and **RELEASE** strong speed targets.

BOTH/DIRECTION – This key is used to select target direction.

POWER – toggles the main power ON and Off.

Multi-Function Port – connection point for VSS, external power, and data output.

Full-Function Remote Control Adds to Stalker II Versatility

The Remote Control provides direct access to the operator settings that can also be accessed in the Operator Menu.

▲ – is used to set distance in stopwatch mode and to increment settings in the operator menu.

STRONG LOCK/REL – is used to lock and release strong targets.

ANT – toggles between integral antenna and optional, rear-facing antenna.

XMIT/HLD – toggles between transmit mode and hold mode.

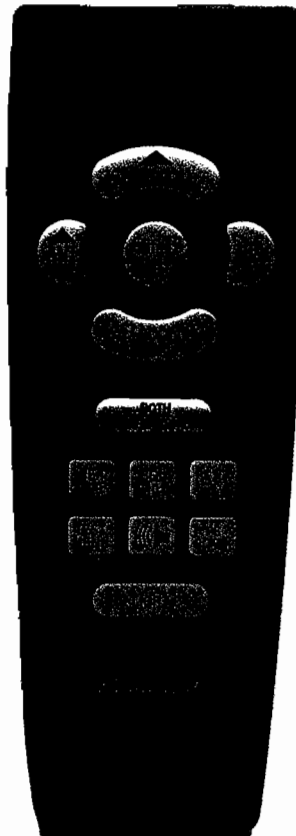
SS – is the Start/Stop control for stopwatch operation.

STA/MOV – selects either stationary mode or moving mode.

FAST LOCK/REL – is used to lock and release faster targets.

▼ – is used to set distance in stopwatch mode and to decrement settings in the operator menu.

BOTH / DIRECTION – is used to select target direction for both stationary and moving modes.



SEn / 100 – **SEn** adjusts the sensitivity (range) of the radar. **100** is used for setting distance in stopwatch mode.

SQL / 10 – **SQL** toggles the squelch control on/off. **10** is used for setting distance in stopwatch mode.

PS 5/20 / 1 – **PS 5/20** is used to set the minimum patrol speed. **1** is used for setting distance in stopwatch mode.

TEST / MENU – **TEST** performs a diagnostic check on the radar; **MENU** is used to enter the operator menu.

(((▶ – is used to adjust the Doppler volume and the beep volume.

PS BLANK – will blank a locked patrol speed and it is also used to reacquire a new patrol speed.

LIGHT – activates the remote backlight for 6 seconds.

STALKER II MDR Moving Directional Radar



Stalker II can be dash mounted with or without its handle.

Stalker Basic

A Low Cost, Hand-Held Police Radar

Stalker Dual

A Full-Featured, High Performance Radar Available with One or Two Ka-Band Antennas

Stalker DSR

The Ground-Breaking Police Radar that Introduced Direction Sensing Technology

Stalker DSR 2X

Two DSR-Class Radars in One Unit, Plus Rear Traffic Alert For Officer Safety

Stalker Lidar

An Affordable Hand-Held Laser Unit Ideal for High Congestion Areas

Giant Display Boards

Stalker Produces a Full Line of Giant Displays That Attach to Any Stalker Radar System

Stalker Vision Digital

In-Car Digital Video in a Versatile, Adaptable Package

Industry Leading Service and Support

Stalker Radars are well known for providing the newest technology and the highest performance in the industry. Moreover, Stalker is known as the stand-out leader in service and support.

- Two-Year Warranty
- A Nationwide Network of Representatives to Assist You
- A Nationwide Network of Authorized Service Centers
- Lease-Purchase and Rental Plans with Low Monthly Payments
- 48-Hour In-House Turnaround on Repairs

1-800-STALKER

STALKER

Radar Lidar Video

applied concepts, inc.
2609 Technology Drive / Plano, TX 75074-7467
www.stalkerradar.com

1-800-782-5537
sales@stalkerradar.com

MADE IN THE U.S.A.

The Stalker II is covered by one or more of the following United States Patents: 5,563,603; 5,570,093; 5,525,996; 5,565,871; 5,528,245; 5,691,724; 6,198,427 B1; 6,501,418 B1; 6,580,386 B1; 6,646,591 B2; 6,744,379 B1 and Other United States Patents.

Specifications are Subject to Change.



Request For Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Senior Buyer
573/886-4392 - FAX 573/886-4390
Email: hturner@boonecountymmo.org

Bid Data

Bid Number: **29-24APR07**
Commodity Title: **Law Enforcement Radar Units**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, APRIL 24, 2007**
Time: **10:30 AM (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

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

Bid Opening

Day / Date: **TUESDAY, APRIL 24, 2007**
Time: **10:30 AM**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions
"No Bid" Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental entity contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing of new Battery Operated Moving/Stationary Radar Units as detailed in the following specifications.
- 2.2. **SYSTEM REQUIREMENTS**
 - 2.2.1. The radar shall be a single-piece design, consisting of the antenna, display and counting circuitry. It shall be capable of providing speeds of the patrol and target vehicles approaching the patrol vehicle from the opposite direction as well as target vehicles traveling in the same direction as the patrol vehicle.
 - 2.2.2. All components, circuits and parts shall have been thoroughly inspected and tested before and after assembly of the radar unit.
 - 2.2.3. The radar system shall operate within its specifications at ambient temperatures from -22°F to $+140^{\circ}\text{F}$ (-30°C to $+60^{\circ}\text{C}$).
 - 2.2.4. The radar system shall meet all requirements of the NHTSA “Model Minimum Performance Specification for Police Traffic Radar Devices”, and shall be listed on the IACP Consumer Products List (CPL).
 - 2.2.5. The system shall operate from a power supply voltage of 10.8 – 16.5 VDC, negative ground, or internal battery located in the removable handle (stationary mode only). Maximum current drain on the vehicle’s electrical system shall not exceed 0.8 amperes.
 - 2.2.6. The radar system shall be designed to operate on the FCC approved frequency of K_a-Band 33.4-36.0 GHz.
 - 2.2.7. The radar system shall incorporate an automatic self-test feature, which verifies the operation of the system upon power-up, and at intervals of no longer than five (5) minutes as long as the system is powered up.
 - 2.2.8. All switches used on the radar system shall be push button elastomeric with tactile feedback. Membrane switches incorporated into the front panel overlay or the remote control shall not be acceptable.
 - 2.2.9. The speed processing circuitry of the radar system shall utilize digital signal processing (DSP) techniques that convert the antenna’s Doppler signal returns into digital data, perform a frequency domain spectral analysis of all such signals, store in memory the spectral frequency components of interest, and present to the operator the appropriate vehicle speed depending upon the desired mode of operation. The system shall also employ DSP algorithms to reduce the undesirable effects of fan and blower noise interference.
 - 2.2.10. All displays and indicators used on the radar system shall be LCD (Liquid Crystal Display), active matrix type, which will be backlit at operator command.
 - 2.2.11. The radar system shall have an adjustable range control allowing the operator to select the distance at which targets will be detected; the range control shall have six discrete steps based on the signal-to-noise ratio of the reflected signal received by the antenna.
 - 2.2.12. The radar system shall be capable of accurately determining target vehicle speeds while operating in either the stationary or moving mode. The radar system shall process and display speeds with an accuracy of ± 1 mph in the stationary mode and $\pm 1/2$ mph in the moving mode.
 - 2.2.13. The antenna and all electronics shall be enclosed in a metal housing which has a removable handle and end caps. The dimensions of the housing shall be approximately 3.56” high by 3” wide by 7.25” long, with a maximum weight of approximately 1 pound 12 ounces. The handle, including battery, shall be approximately 5.75” high by 2.17” wide by 3.61” deep, with a total weight of approximately 13 ounces. The unit shall have a mounting module for operating in the moving mode.
 - 2.2.14. The radar system shall provide visual indication of radio frequency interference (RFI), low battery or supply voltage, and internal circuit error conditions. No vehicle speeds may be processed while any such conditions exist.
 - 2.2.15. The radar system shall provide an audible output of the Doppler signal corresponding to the target vehicle speed. The audio volume level shall be adjustable in five (5) steps, with an audio off position, 0-5. The speaker for the audio presentation shall provide information to the operator of interferences, multiple vehicle targets and approximate speed of the intended target. Radar units that use synthesized audio are not acceptable.
 - 2.2.16. A trigger switch shall be provided (stationary mode) which allows the operator to inhibit the RF transmission from the antenna, circumventing radar detectors. A visual indication shall be provided while in the “hold” mode. In the moving mode, a handheld wired or wireless remote control shall be provided to activate the “hold” feature.
 - 2.2.17. The radar system shall incorporate a “fastest vehicle” feature, which allows the operator to selectively monitor the speed of the fastest vehicle within the antenna beam, rather than the strongest signal return present, and a visual indication shall be provided while this “fastest vehicle” function is active. The “fastest vehicle” mode shall be selectable in function as a momentary function (push and hold) or capable of toggle on/toggle off operation. Units that allow the “fastest vehicle” function to be activated toggle on/off only are not acceptable.

- 2.2.18. The radar unit shall have, as an option, a connector at the base of the handle, which, when connected to a PC and appropriate optional software, allows speed and unit functions to be displayed and recorded. It shall also provide an input from the vehicle's speedometer through either the handle or a docking module. This speed input shall be used to direct the Digital Signal Processing (DSP) computer to search for the Doppler patrol speed signal in a specific speed range. The counting unit shall not display the speedometer input as patrol speed.

The unit shall also have DSP based software that will "learn" the operator's driving speeds by using the HOLD feature. Radar units that do not offer both methods of patrol speed search are not acceptable.

- 2.2.19. A "patrol speed blank" switch shall be provided on the remote control, allowing the operator to selectively suppress or display the patrol speed-reading while the unit is in the locked condition.
- 2.2.20. The counting unit shall display, upon command, the software revision of both the control microprocessor and the Digital Signal Processor.
- 2.2.21. The radar system shall have, with the handle removed, a docking module, which allows the unit to operate in the moving mode. This docking module also allows connections to power, +12 VDC, speedometer input and optional RS-232 port. . The input from the vehicle's speedometer shall be used to direct the Digital Signal Processing computer to search for the Doppler patrol speed signal in a specific speed range. The counting unit shall not display the speedometer input as patrol speed.
- 2.2.22. The radar system shall have the ability to operate, in the moving mode, with the handle "on". When placed in the dash-mounting bracket, the unit will be allowed to operate either as a moving or stationary radar. When the unit is in the moving mode of operation and the operator picks up the unit from the dash bracket, the unit must automatically switch from moving mode to stationary mode and be trigger operated only. When placed back on the dash bracket, the unit must automatically switch back to the moving mode, if it were in the moving mode before being removed.
- 2.2.23. The radar unit shall have a menu function that allows the operator to select various operating functions. These functions shall include:
- A. MPH (English) or km/h (metric) operation
 - B. 0 or 5 second continued tracking history after lock
 - C. Toggle on/off or push-and-hold fastest function
 - D. Various video output formats

2.3. OPERATING REQUIREMENTS

- 2.3.1. The system shall be capable of measuring the actual Doppler input signals from the antenna and converting those signals into the speeds of the target vehicle and patrol vehicle.
- 2.3.2. The system shall be designed for easy programming of the speed readings in either English (mph) or metric (km/h) measurement systems; such conversion shall be menu selectable and can be performed by the operator. Units that require a technician to change from mph to km/h are not acceptable.
- 2.3.3. The system shall have three, 3-digit, seven-segment, numeric displays. These displays shall be on an active matrix, backlit LCD (Liquid Crystal Display). The backlighting shall have a light pipe weave, using a single LED for illumination. The target tracking display shall be 0.4" in height and the "fastest vehicle"/lock display and patrol display shall be 0.3" in height.
- 2.3.4. The system display shall also have indicators that display the selection of "same direction" and "fastest vehicle" modes, indicate when the unit is in the "hold" mode, presence of RF interference (RFI), low voltage conditions, and internal detected errors.
- 2.3.5. While in the moving mode, opposite direction, the unit shall process and display closing speeds of 210 mph. The unit shall continuously track and display both the patrol and target vehicle speeds after lock has been activated. The locked target speed will be displayed in the lock window. After the patrol speed has dropped 10 mph below the locked patrol speed, the patrol speed display will flash the patrol speed at the time of lock.
- 2.3.6. The system shall accept the function of the trigger, which allows the operator to activate the transmitter by pulling the trigger, and turn the transmitter off by releasing the trigger, which also locks a valid displayed speed. In the moving mode, a handheld remote control shall operate the "hold" and lock features.
- 2.3.7. **Speed Range Requirements**
- 2.3.7.1. Stationary Mode: 10 to 210 mph.
- 2.3.7.2. Opposite Direction Moving Mode: Patrol speed 10 to 99 mph, to 40 to 99 mph. These patrol speed ranges must be remote control programmable and be performed by the operator. Target speed of 10 to 210, subject to a maximum closing rate limitation of 210 mph.

- 2.3.7.3. Same Direction Moving Mode: With patrol speeds from 10 to 99 mph, the system shall display speeds of target vehicle traveling in the same direction at a higher or lower speed (to the front) than the patrol vehicle. Speed differential between the patrol and target vehicles (for a target speed acquisition) shall be in the range of 3 mph to a maximum of patrol speed minus 5 mph.
- 2.3.8. The system shall initiate an automatic internal test upon power-up of the unit and at least every five (5) minutes that the system has power applied. Whenever a target speed is locked, an automatic internal test is performed. If this test should fail, no speed displays will be allowed.
- 2.3.9. The unit shall contain the following controls:
- a. TEST - activates the internal lamp and accuracy tests.
 - b. MODE - changes between stationary or moving modes.
 - c. AUDIO - selects audio to be increased, decreased or unsquelched. Secondary function is the down arrow (decrement).
 - d. RANGE - selects range to be increased or decreased. Allows operator to select appropriate target range. Secondary function is the up arrow (increase).
 - e. POWER - used to turn power on or off to the unit.
- 2.3.10. The system shall be equipped with a TEST button, which, when activated by the operator, performs the following in sequence:
- a. Display of the number 888 in all numeric display windows.
 - b. Activation of all indicators.
- Display of the number 32 in the target display window (stationary mode), and 32 in both the target and patrol display windows in the moving mode, to verify the internal counting circuitry is functioning correctly.
- 2.3.11. The system shall be equipped with two (2) independent quartz crystal time base circuits. One crystal shall be used to operate the DSP circuitry and the other crystal used to control the main operating microprocessor. These two crystals shall be crosschecked during the internal test and at least every five (5) minutes that the system has power applied. If an error in frequency is detected, "ERR" shall be indicated and all speed-readings blanked.
- 2.3.12. The system shall include an adjustable audio circuit that amplifies the Doppler signal so an audio tone of the speed of the target vehicle may be heard. The audio signal shall be present at all times while the target vehicle is within the radar beam, and should be squelched when no target is being displayed. The radar device shall permit the operator to inhibit the squelch action to keep the receiver open so the operator may determine the ambient interference conditions. The audio tones produced under normal operating conditions shall be within the normal audio range (200 to 3,000 Hertz).
- 2.3.13. The system must be equipped with a low voltage alert and low voltage warning circuit and indicator. If the power supply, either internal battery handle or external power falls below a preset minimum, the "BATT" indicator shall flash and a short audio alert tone shall be heard through the speaker, alerting the operator that the internal battery voltage has approximately 15 minutes of useful power, or the external power supply is low. This alert message shall repeat every two (2) minutes. If the voltage continues to drop to the minimum operating level, the "BATT" indicator shall remain on and a short alert tone heard, alerting the operator, and no further speed readings can be taken. Locked speeds shall remain.
- 2.3.14. The system must be equipped with a radio frequency interference (RFI) detector, which visually indicates "RFI", when an excessive extraneous radio frequency fields are present. No speeds shall be displayed or locked while this condition exists. A previously locked speed shall be maintained and displayed after the condition no longer exists.
- 2.3.15. The system must be equipped with a means to visually indicate the system is in the RF hold mode by displaying "HOLD".
- 2.3.16. The removable corded handle shall have power cord approximately 5 ½' in length, with a completely flexible polypropylene jacket impervious to deterioration by oil and exposure to sunlight. It shall be approximately 3/16" in diameter, terminated on one end by a rugged heavy-duty male plug compatible with a conventional cigarette lighter receptacle of a vehicle. The male connector plug shall be made of a rugged break-resistant material. It shall have heavy, corrosion-resistant spring-action electrical contacts. The end of the cigarette plug shall be removable and contain a 2-amp SLO-BLO fuse.
- 2.3.17. The unit shall have an optional docking module for mounting the unit in the moving mode of operation. The docking module shall mate with the unit and provide various secure mounts for different types of patrol vehicles. It shall also provide connections for a handheld remote control device, speedometer input, optional RS-232 and power connection.

- 2.3.18. The system must be able to accept an optional battery handle unit. This handle must have a connector on the bottom of the handle that will allow a 115 VAC/60 Hz charger to plug into the handle and recharge the battery. The battery shall be a Nickel-Metal Hydride type and contain a temperature-monitoring device in the battery pack, which will function with either charger to prevent overcharging.
- 2.3.19. The system shall have, as an option, an RS-232 I/O data port located on the bottom of the handle. This will allow the unit to communicate with other external devices such as an in-car video system or, with optional software, statistical data on a PC or Palmtop computer.
- 2.3.20. The system shall have a "fastest vehicle" function, controlled by the operator using the trigger, stationary mode, or handheld remote control, moving mode. In the stationary mode, when the trigger is depressed, obtaining a target speed, then released and depressed a second time within ¼ second the unit will be placed in the fastest mode. A "FAST" indicator shall light, indicating the "fastest vehicle" mode has been selected. The system will display the speed of the fastest vehicle, in the antenna's beam, in the fast/lock display window, while tracking the strongest return signal vehicle speed in the target display window.

When the operator releases the trigger, the system shall lock the fastest vehicle in the lock display window, and continue to track the "fastest vehicle" in the tracking window, for a period of five (5) seconds. The microwave transmitter shall automatically turn off at the end of the five seconds, or whenever the signal is lost, which ever is shorter.

In the moving mode, the operator depresses and holds the "fast" switch on the handheld remote control. The "FAST" indicator shall light indicating the fastest vehicle mode has been selected. The system will display the speed of the fastest vehicle and the strongest return signal as indicated above. When released, the unit shall remain in the "fastest vehicle" mode for approximately 2 seconds, then continue with normal operation.

- 2.3.21. The unit shall be capable of locking the fastest speed. If the handheld remote control's Lock/Release switch is depressed when a fastest vehicle is displayed, the locked speed will be displayed in the Fast/Lock window and the "FAST" indicator will flash, indicating the vehicle, at the time of lock was the fastest, not the strongest return signal. The counting unit must remain in the "fastest vehicle" mode and continue to display vehicle speeds until the locked speed is cleared.
- 2.3.22. In the handheld stationary mode, the system shall allow the operator to track or lock and track target vehicles, by depressing the trigger and upon release of the trigger, the target speed shall be locked in the lock display window. The system shall continue to track the target vehicle, displaying the speed in the target display window for a period of five (5) seconds, or until the signal is lost, which ever is shorter.

When mounting on the docking module, the unit shall allow complete tracking or lock and tracking of the target and/or target and patrol speeds. The speed(s) are locked by depressing the Lock/Release switch on the handheld remote control. The locked target speed will be displayed in the "LOCK" window. The patrol and target tracking windows will continue to display active speeds until the target signal is lost or the patrol speed drops 10 mph below the "locked" speed. The patrol speed will then flash the locked patrol speed at the time of lock.

- 2.3.23. The unit shall automatically clear all displays with any mode of operation change.
- 2.3.24. The antenna of the system shall transmit a left-hand, circularly polarized, microwave beam from a horn antenna. The antenna RF beamwidth shall not exceed 12°, measured between the half power points, and operate in the Ka-Band frequency range of 33.4 to 36.0 GHz, allowing for a maximum manufacturing tolerance of 1°.
- 2.3.25. The antenna horn shall be completely free from seams, welds or solder joints, etc. It shall be precisely constructed so that the transmitted microwave beam is a highly symmetrical conical shaped signal for target discrimination. The horn shall be rigidly supported at both ends to inhibit movement in normal use.
- 2.3.26. The antenna shall utilize a Gunn effect diode as the microwave source. It shall use a low-noise Schottky barrier diode as the receiver. The filaments of the diodes used in the microwave source and receiver shall be welded and bonded. Units using "cat whisker" diode types are not acceptable, due to their greater rates of failure.
- 2.3.27. Under no circumstance shall the radar unit produce an RF microwave power density level in excess of 5 mW/cm², measured 5 cm from the aperture of the antenna.
- 2.3.28. The radar unit shall be protected from normal use weather elements such as dust, rain and snow. It shall be capable of being used in these environments without the use of covers or external protection.

- 2.3.29. The unit shall be capable of detecting speedometer input pulses from the vehicle's speed transducer. These pulses shall be used to direct the DSP computer to search for the Doppler patrol speed signal at the appropriate portion of the frequency spectrum. The unit shall use the speedometer signal for comparison to the actual Doppler patrol speed.

The unit shall detect the presence of the speedometer input pulses and display the Doppler patrol speed in the patrol speed window. When no speedometer input pulses are received, the patrol speed window shall be blank.

- 2.3.30. The unit shall be capable of synchronizing the patrol vehicle's speedometer input pulses with the Doppler patrol speed return signal. The unit shall be capable of operating in the absence of speedometer input pulses. Depressing the TEST switch shall allow the system to operate without speedometer input pulses such as for tuning fork tests, or if the speedometer input should become defective. The system shall recall the synchronization number automatically upon detecting speedometer pulses again.
- 2.3.31. The unit shall use commands from the handheld remote control Patrol Blank switch to synchronize the speedometer input pulses and the Doppler patrol speed return signal.

2.4. **REMOTE CONTROL UNIT REQUIREMENTS**

- 2.4.1. The unit shall be equipped with a lightweight, glow-in-the-dark, wireless handheld remote control unit that allows the operator to instantaneously control the following functions:
- RF Hold. A momentary switch which turns the antenna's RF transmitter on and off in order to avoid detection by radar detecting devices.
 - Lock/Release. A dual purpose momentary switch which locks or releases the displayed speed(s).
 - Fastest/Slower. A momentary switch used in the stationary or moving/opposite direction mode to tell the counting unit to display the speed of the fastest vehicle in the radar beam. In the moving/same direction mode to tell the counting unit the target vehicle is slower than the patrol vehicle's speed.
 - Opposite/Same. A momentary switch used to select, in the moving mode, opposite direction traffic or same direction traffic.
 - Patrol Blank. A momentary switch used to blank the locked patrol speed display. Depressing this switch a second time will return the locked patrol speed. Also used for synchronizing with the speedometer input.
- 2.4.2. The remote control shall be designed to fit in the palm of the hand. It shall be made of extruded aluminum with rounded corners. It shall have no sharp corners or edges. It shall be approximately 4.0" in length, 2.0" wide and 1.0" deep.
- 2.4.3. For use with the mounting pod, a wired remote control shall connect to the docking module with a jacketed 3-conductor cable that is impervious to deterioration from oil and sunlight. The cable shall be 6 feet in length. The cable shall be fitted to the remote control unit with a molded strain-relief. At the opposite end, the cable shall be terminated with a miniature 3-conductor 3.5 mm plug.
- #### 2.5. **TUNING FORK REQUIREMENTS**
- 2.5.1. The contractor shall furnish two tuning forks. When the lower frequency fork is rung and placed in front of the transmitting antenna, it shall produce a speed on the radar unit of 35 mph. The higher frequency tuning fork shall produce a speed of 65 mph. Tuning forks shall have factory certification as to accuracy, traceable to the National Institute of Standards and Technology, and shall have individual serial numbers stamped on each tuning fork.
- 2.5.2. Each tuning fork shall have a soft protective pouch type cover.
- 2.5.3. Tuning forks shall be accurate within ± 1 mph of the calibration frequency.
- #### 2.6. **MOUNTING BRACKET REQUIREMENTS**
- 2.6.1. The manufacturer shall have unit-mounting brackets available for the dash of various popular style patrol vehicles. The exact type required will be specified on purchase order or bid sheet.
- 2.6.2. The dash mount shall be fabricated from 1/16" (approximate) thickness aluminum or steel. The dash mount shall be designed so as to electrically shield the front of the antenna unit from the top of the dashboard, to minimize interference from noise sources including the heater/A-C fan motor. Aluminum parts shall be anodized or painted flat black. Steel parts shall be electroplated with chrome, nickel or cadmium, etc. The front of the dash mount shall be equipped with at least two suction mounting discs composed of synthetic material, which shall not harden or degrade under sunlight or heat conditions.
- 2.6.3. The dash mount shall allow the docking module easy adjustment in the horizontal and vertical planes, without need of tools.
- 2.6.4. The "handle-on" mounting bracket shall allow easy access by the operator to remove the radar unit from the mount, changing to the stationary, trigger operation, mode automatically. When the unit is placed back on the mount, it

shall automatically switch to the moving mode, if it was operating in the moving mode when removed.

2.6.5. All mounting brackets shall be free of sharp edges and protruding parts. Mounting brackets shall have smooth, rounded edges, wherever possible, to improve operator safety.

2.6.6. Mounting brackets shall be designed so that they may be easily removed from the patrol vehicle.

2.7. **AUXILIARY POWER CABLE REQUIREMENTS**

2.7.1. An optional auxiliary shielded power cable with female receptacle must be available from the manufacturer. It shall use ring terminals to connect directly to the vehicle's battery posts and be shielded to limit interference from the vehicle's electrical, radio and ignition systems. The female receptacle shall have an under-dash mounting bracket and shall be compatible with the radar unit's power cable plug. The cable shall have a 2 amp SLO-BLO fuse for protection.

2.8. **OPERATING INSTRUCTIONS MANUAL REQUIREMENTS**

2.8.1. A full and complete set of operating instructions, with case law history in the use of traffic radar and trouble shooting guide, shall be furnished by the contractor with each unit.

2.8.2. The contractor shall make available complete radar operator training. This shall consist of basic Doppler theory, stationary operation, fastest mode operation, potential interferences, and practical in-field applications.

2.9. **MANUFACTURER'S QUALITY CONTROL AND TESTING REQUIREMENTS**

2.9.1. All electronic components shall be high reliability commercial grade parts.

2.9.2. All assembled printed circuit boards and sub-assemblies shall be thoroughly inspected and completely tested mechanically and electrically before installation into the radar unit.

2.9.3. All printed circuit boards shall be glass epoxy, type FR4 or equivalent. Also, all circuit boards shall be solder masked.

2.9.4. All components dissipating power in excess of one watt and mounted directly against a circuit board shall have adequate heat sinks for circuit board protection. All electronic and electrical components shall only be utilized within their manufacturer's operating specifications pertaining to voltage, current and heat dissipation characteristics.

2.9.5. Each complete radar unit shall be individually bench tested for all functions and test parameters, then submitted to +57° C (135° F) ambient burn in under power for 24 hours minimum, then retested on the bench. In addition, each radar unit shall be field tested in all modes of operation.

2.9.6. Transmitter and tuning fork frequencies shall be certified with test equipment traceable to the National Institute of Standards and Technology as a final test before units are shipped. A factory certificate of accuracy shall be furnished for each tuning fork frequency and for the radar unit's transmitter operating frequency.

2.10. **WARRANTY REQUIREMENTS**

2.10.1. The manufacturer shall fully guarantee his traffic radar systems to be free of defects in materials and workmanship for a period of two (2) years from the date of delivery to the agency. All shipping charges (both ways) shall be at the expense of the manufacturer for the first 90 days after delivery of the radar units. Thereafter, shipping charges from the agency to manufacturer shall be at the expense of the agency. Return shipping charges from the manufacturer to the agency shall be at the sole expense of the manufacturer, during the warranty period.

2.11. **DEVIATION(S)**

2.11.1. Any deviation(s) to the above specification(s) shall be listed on a separate sheet(s) of paper and attached to the bid response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s).

2.11.2. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.

2.12. **DESIGNEE** – Boone County Sheriff's Department 2121 County Drive, Columbia, MO 65202.

2.12.1. **Contact** - Heather Turner, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: hturner@boonecountymo.org

2.13. **DELIVERY TERMS:** FOB Destination – Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202. Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

2.14. **ADDITIONAL TERMS AND CONDITIONS:**

- 2.14.1. Vendor must include complete descriptive product literature for each proposed piece of equipment.
- 2.14.2. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications and/or demonstration of equipment.

3. Response Presentation and Review

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

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.7. PRICING

Unit Price

QTY

Extended Price

Radar Units (including cords, handles, wireless remote, tuning forks, carrying case, operator's manual, mounting bracket, and complete operator training)

4.7.1. \$ _____ 12 \$ _____

4.8. Optional Equipment

4.8.1. Fastest Vehicle Mode \$ _____ 12 \$ _____

4.9. GRAND TOTAL

\$ _____

4.10. DESCRIBE ANY DEVIATIONS

4.11. DESCRIBE WARRANTY

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

4.12.1. Authorized Representative (Sign By Hand):

_____ Date: _____
Print Name and Title of Authorized Representative

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

4.14. Delivery ARO: _____



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Buyer
573/886-4392 - FAX 573/886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

Boone County Purchasing
Heather Turner
Senior Buyer



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

“NO BID” RESPONSE FORM

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 29-24APR07

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 07

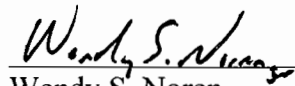
In the County Commission of said county, on the 28th day of June 20 07

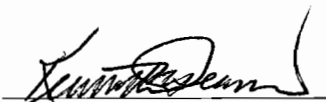
the following, among other proceedings, were had, viz:

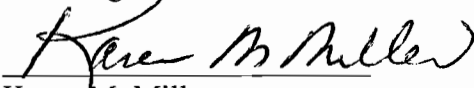
Now on this day the County Commission of the County of Boone does hereby approve request to transfer Carol Berkley above Authorized Transfer Salary.

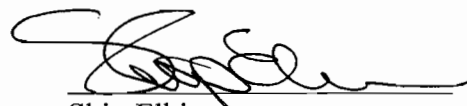
Done this 28th day of June, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

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

Name of prospective employee Berkley, Carol Department Sheriff's Dept. - Operation

Position Title Warrant Supervisor Position No. 112

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
OR Hourly: 15.17 % of Mid-Point 110

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) See below

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: Carol has been acting supervisor since previous supervisor suffered a stroke in October, 2006. Carol has been performing these extra duties in an outstanding manner. Carol was promoted to this position through the interview process. Carol has worked in Warrant Div. since 1/13/03.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This should not affect any other employee.

Additional comments: _____

Administrative Authority's Signature: Dayne Coay Date: 6-25-07

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
Auditor's Signature: Karen Frederick Date: 6/25/2007

Human Resource Director's Recommendations: Recommend approval.

Human Resource Director's Signature: Patricia Dickreite Date: 6/25/07

County Commission Approve Deny
Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 6/28/07
District I Commissioner's Signature: [Signature] Date: 6/28/07
District II Commissioner's Signature: [Signature] Date: 6/28/07

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 07

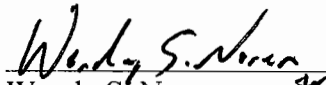
In the County Commission of said county, on the 28th day of June 20 07


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

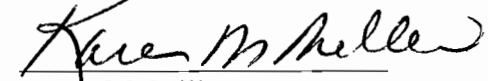
Now on this day the County Commission of the County of Boone does hereby approve proposal for consultant services by Bartlett and West Engineers for Waterfront Drive North Drainage Improvements.


Done this 28th day of June, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 28th day of June, 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: BARTLETT AND WEST ENGINEERS

Project/Work Description: WATERFRONT DR. NORTH DRAINAGE IMPROVEMENTS

Proposal Description: See attached Scope of Services and Fee Schedule dated June 21, 2007 and issued by Bartlett and West Engineers.

Modifications to Proposal: Fees and expenses shall not exceed \$29,772.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

BARTLETT AND WEST ENGINEERS

By John T. Conway
Title LOCATION MANAGER

Dated: 7-9-07

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

David [Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: _____

ATTEST:

Wendy E. [Signature]
County Clerk

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.

James E. [Signature] 6/25/07
Auditor Date

BARTLETT & WEST ENGINEERS INC.

**PROPOSAL FOR PROFESSIONAL SERVICES
WATERFRONT DRIVE NORTH DRAINAGE IMPROVEMENTS**

The ENGINEER agrees to provide engineering services for the preparation of construction documents and technical specifications for the design of two drainage systems located on Waterfront Drive North, and detailed in Section A "Scope of Services", below.

A. SCOPE OF SERVICES

The project is located on Waterfront Drive North, just west of Lake of the Woods Road. Two existing drainage systems are to be replaced with new drainage systems composed of inlets, junction boxes, and corrugated metal pipes designed to convey the 10-year storm runoff. Overland flow paths will be designed or verified to carry the 100-year runoff. The two drainage systems to be replaced are as follows:

Drainage System E - Located approximately 230 feet west of Lake of the Woods Road.

Drainage System W - Located approximately 700 feet west of Lake of the Woods Road.

The proposed drainage systems will start at a point near or into a 13.81 acre tract north of the Waters Edge Estates Subdivision within the City of Columbia city limits. The drainage systems will discharge into the lake in the Waters Edge Estates Subdivision. Drainage System E will follow generally along the existing pipes/channel alignment (approx. 200 lineal feet). Drainage System W is anticipated to be routed to the east side of the house located at 5840 Waterfront Drive North (approx. 300 lineal feet) while the existing system on the west side of the same house will be abandoned and partially removed and grouted in place.

The runoff from the tributary areas for design purposes will be based on typical residential subdivision development. A proposed residential subdivision, known as Forest Hills, will have runoff discharge to the proposed drainage systems. There will be coordination of the design runoff with the developer's engineer at the time runoff is calculated to determine system location and drainage areas based on the development plans available. Subsequent design changes to the development that require changes to the design of this project will be considered additional services. The runoff and project design will be based on Boone County Public Works Roadway Regulations criteria. However, an evaluation of the upcoming City of Columbia stormwater criteria and its impact on the project will be completed.

It is anticipated that no permits or approvals outside of Boone County Public Works (BCPW) staff will be necessary.

1. PROPERTY SURVEYS & EASEMENTS

- a. Property surveys to find existing monuments within the project area will be performed.

- b. Records will be researched for existing property lines and easements on the properties.
- c. Prepare permanent and temporary easement documents (legal descriptions and exhibits only) to acquire necessary easements. The County will insert the legal descriptions and exhibits into their standard easement forms. It is anticipated that 5 tracts will require easements at Drainage System W and 3 tracts will require easements at Drainage System E.

2. TOPOGRAPHIC SURVEYS & DATA COLLECTION

- a. Perform topographic surveys around the area of the existing and proposed drainage systems.
- b. Field locate utilities based on utility company information and/or physical evidence of said utility.
- c. Establish benchmarks and horizontal control points to allow construction staking of the project. GPS methods will be used to establish the State Plane Coordinates and elevations.
- d. Draw the base map for the project using all survey data, topography, property lines, existing utility easements, and generated contours.

3. CONCEPTUAL DESIGN

- a. Determine the 10-yr and 100-yr runoff for each drainage system, and select preliminary pipe sizes to convey the 10-yr storm runoff. Select pipe alignments. Rough-in the 100-yr flow path, and approximate flow depth in swales for each alternative based on weir flow over the road.
- b. Prepare a preliminary set of plan /profiles using the base map with pencil sketches of the proposed alignments, pipe sizes, and profiles. Meet with County staff and select which alternative to design. Participate in an on-site review of such plans after the selection has been made.
- c. Evaluate impacts to project design from City of Columbia's new stormwater design manual. It is anticipated that no design changes will be necessary due to the new manual.

4. 50% DESIGN SUBMITTAL

- a. Submit two sets of plan and profile sheets. Construction drawings will be prepared on 24" x 36" size sheets. The scale shall be as determined to be appropriate. Prints shall be dark line on white paper, full size.

- b. Submit plans to each utility within the project area.
 - c. Submit a copy of hydrologic and hydraulic calculations and other storm water design information.
 - d. Submit an opinion of probable construction costs.
 - e. Hold a meeting at the BCPW offices with the utility companies regarding the project. Possible conflicts will be addressed.
5. 75% DESIGN SUBMITTAL
- a. Address comments from BCPW and utility conflicts in design.
 - b. Submit two sets of plans which will include plan and profile sheets with locations of existing utilities (as identified by the utility companies), horizontal and vertical layout of the proposed facilities and improvements, easements, typical details, general notes, and a cover sheet.
 - c. Identify concerns and considerations regarding the design. Discuss the technical specifications, pay items, traffic control, erosion control, and specific construction notes.
 - d. Submit an opinion of probable construction costs.
6. 95% DESIGN SUBMITTAL
- a. Submit two sets of draft final plans. The plans will include: a cover sheet, legend and general notes, plan and profiles, standard details, special details, traffic control, erosion control, drainage area map, and a stormwater calculations.
 - b. Submit one copy of the technical specifications and bid documents.
 - c. Submit an opinion of probable construction costs.
7. FINAL DESIGN SUBMITTAL
- a. Submit a final set of plans and technical specifications for use in reproducing the documents. BCPW to handle copies of plans for bidding purposes.
 - b. Submit AutoCAD files of the drawings, and text files of the technical specifications.
8. BIDDING PHASE SERVICES
- a. Participate in the Pre-Bid meeting.

- b. Address bidder questions regarding the plans and contract documents.
- c. Develop addenda and provide supplemental information or clarification, as appropriate, to interpret, clarify or expand the bidding documents during the bidding process.
- d. Prior to the opening of the bid, the ENGINEER shall prepare and submit an opinion of probable construction costs to the CLIENT.

9. CONSTRUCTION PHASE SERVICES

ENGINEER will address limited questions that arise regarding clarity of the plans, intent of the design, and available information used in the design of the project. Design work associated with change orders, not related to plan discrepancies, shall be billed to the CLIENT, as per ENGINEER'S previously approved billing rates.

B. ADDITIONAL SERVICES (NOT INCLUDED)

If authorized by the CLIENT, the ENGINEER will provide services in addition to those previously stated. This work will only proceed upon written authorization from the CLIENT. For instance, this may include field staking of easements for use in acquisitions, and extended roadway improvements beyond the drainage system crossings.

C. CLIENT'S RESPONSIBILITY

1. Make available to the ENGINEER all records, reports, maps, financial information, and other data pertinent to provisions for the services required under this contract. Assist ENGINEER in obtaining documents from the City of Columbia, as necessary including but not limited to City mapping and 2' contours.
2. Examine all plans, specifications and other documents submitted by the ENGINEER and render decisions promptly to prevent delay to the ENGINEER.
3. Designate one employee as the CLIENT's representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the CLIENT's policies and decisions pertinent to ENGINEER's services.
4. Negotiate with property owners, obtain executed easements, and record easements with County Recorder of Deeds for the project.
5. Administer construction and perform construction oversight and observation.
6. Keep record drawings for future use. ENGINEER is not responsible for record drawings at conclusion of project.

D. TIME FOR COMPLETION

1. Notice to Proceed: July 10, 2007 (Anticipated)
2. 50% Design Submittal: August 22, 2007
3. 75% Design Submittal (with easement documents): October 8, 2007
4. 95% Design Submittal: November 8, 2007
5. Advertise for Bid: December 7, 2007
6. Begin Construction: February 8, 2008

Assumes: 2-week review periods for County staff, Easements will be granted without delay to the project schedule, no permits are necessary, utilities can be avoided or relocated without delay to the project.

E. PAYMENTS TO THE ENGINEER

1. CLIENT agrees to compensate the ENGINEER for services in Section A as rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses as set forth in *General Consulting Services Agreement*, dated May 10th, 2007, to a not to exceed amount of \$29,772.00.
2. Fees and all other charges will be billed monthly for work performed on an hourly and expense basis as the work progresses.

BARTLETT & WEST ENGINEERS, INC.

By John T. Conway
Title Location Manager

Dated: 6-21-07

BARTLETT & WEST
ENGINEERS
SERVICE. THE BARTLETT & WEST WAY.

June 21, 2007

Mr. Shane Creech, P.E.
Manager - Design and Construction Division
Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201

Re: Proposal for Professional Services – Waterfront Drive North Drainage Improvements

Dear Shane:

We appreciate the opportunity to partner with Boone County to accomplish the desired upgrades of the drainage system along Waterfront Drive North. Attached with this letter are two copies of our signed proposal to perform the work as we have discussed during our site visit, and during other communications regarding your May 16, 2007 Request for Proposal.

We look forward to working with you and other County officials to address the drainage issues and help plan for your future roadway improvements in the area. Please let me know if you have any further questions or comments regarding the proposal.

Thank you.

Sincerely,



Bob Gilbert, P.E.
Project Manager

Attachments

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 07

County of Boone

In the County Commission of said county, on the

28th

day of

June

20 07

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

Now on this day the County Commission of the County of Boone does hereby authorize Presiding Commissioner Pearson to sign HUD forms for Central Missouri Community Action for funding year 2007-2008.

Done this 28th day of June, 2007.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

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In the County Commission of said county, on the

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20 07

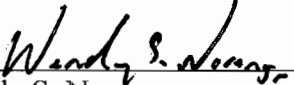
the following, among other proceedings, were had, viz:

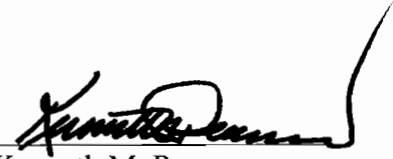
Now on this day the County Commission of the County of Boone does hereby approve the following Budget Revision for Paris Road Warehouse Shelving.

Department	Account	Department Name	Account Name	Decrease	Increase
6100	86850	Facilities Maint.	Contingency	\$27,277	
6100	92302	Facilities Maint.	Replacement Computer Software		\$24,580
6100	70050	Facilities Maint.	Software Serv Cont.		\$2,697

Done this 28th day of June, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 07

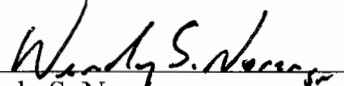
In the County Commission of said county, on the 28th day of June 20 07


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

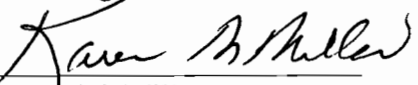
Now on this day the County Commission of the County of Boone does hereby approve Cost Allocation Plan submitted by Maximus, Inc.

Done this 28th day of June, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner