

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ca.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 18th day of December 20 08

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

Now on this day the County Commission of the County of Boone does hereby adopt the following proclamation:

WHEREAS, Tuesday, January 6, 2009 is the 100th anniversary of the birth of Paul A. Albert; and,

WHEREAS, Mr. Albert passed away on December 11, 2005; and,

WHEREAS, Mr. Albert was a known environmentalist and “citizen activist”; and,

WHEREAS, Mr. Albert did not care for personal wealth or self-aggrandizement but cared only for future citizens’ needs for parks, wild places, and open and responsive government; and,

WHEREAS, Mr. Albert has throughout his life unselfishly researched and challenged issues facing the City of Columbia and Boone County; and,

WHEREAS, Mr. Albert was only motivated by the challenge, expressing his views and encouraging the elected body to evaluate all options and was willing and did put his money into television or radio ads of support or opposition to a given issue or candidate; he often expressed his dislike of the Council-Manager form of government, which he claimed vested “too much power in non-elected officials”; and,

WHEREAS, All thoughts aside, whether it be the issues surrounding the lease of Boone Hospital, storm water runoff into the county or proposing developers dedicate parkland in each subdivision plat, Paul Albert was the voice that stirred debate in our community, without citizen input we all know our community would grow stagnant; and,

WHEREAS, Mr. Albert and his wife Marjorie gave the 20-acre C.M. Albert Park to the City on April 8, 1694; and,

WHEREAS, this was the largest donation of park land in the 138-year history of Columbia and 29.4% of all park land at that time; and,

WHEREAS, Mr. Albert donated an additional 80 acres of wildlife preserve on the upper Cedar Creek and donated 8 acres in the river hills near Sapp; these 88 acres are under the protection of the Audubon Society; and,

WHEREAS, these donated 108 acres are to serve the needs of the citizens of Columbia and Boone County for wildlife refuges and recreation purposes in perpetuity; and,

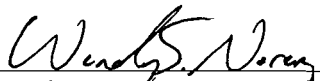
WHEREAS, Mr. Albert was not wealthy but chose to do all that he possibly could for future generations; and,

THEREFORE BE IT RESOLVED, That the Boone County Commission does hereby honor and thank this time honored, community minded gentleman; and,


NOW THEREFORE BE IT FINALLY PROCLAIMED, That the Boone County Commission hereby declares January 6th, 2009 "Citizen Activist" Paul A. Albert Day in Boone County and ask all Boone County citizens to hereby honor this outstanding citizen.

Done this 18th day of December, 2008.

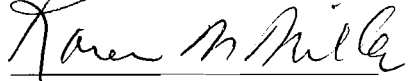
ATTEST:



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.

December Session of the October Adjourned Term. 20 08


In the County Commission of said county, on the 18th day of December 20 08

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

Now on this day the County Commission of the County of Boone does hereby award bid 42-09DEC08 – Photocopier to Data Comm Inc. of Columbia, Missouri for the Image Runner 5050. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 18th day of December, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

Absent

 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.

December Session of the October Adjourned Term. 20 08

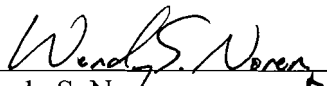
In the County Commission of said county, on the 18th day of December 20 08


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

Now on this day the County Commission of the County of Boone does hereby approve Sole Source Purchase – 85-020109SS – Conversion of Existing HVAC Controls from Pneumatic to Electric – Invensys System from C&C Group of Kansas City, Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 18th day of December, 2008.

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
Pneumatic Control Conversion at Boone County Jail**

THIS AGREEMENT dated the 18th day of December 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and C&C Group, 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 the following documents:
 - (a). This Purchase Agreement for **Pneumatic Control Conversion at Boone County Jail**,
 - (b). Boone County Purchasing Instructions for Compliance with House Bill 1549 and related certification documents
 - (c). Standard Terms and Conditions – Contract with Boone County, Missouri
 - (d). Insurance and Indemnity Clauses – Contract with Boone County, Missouri
 - (e). Proposal letter from C&C Group to Bob Davidson dated February 21, 2008
 - (f). Letter from C&C Group to Bob Davidson dated November 20, 2008
 - (g). Labor and Material Payment Bond, which shall be completed and returned to the County within 15 days of the date of this Contract
 - (h). Letter from C&C Group to Bob Davidson dated December 2, 2008.

All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature as available to Contractor shall be provided to County. In the event of conflict between any of the foregoing documents, the Purchase Agreement, Insurance and Indemnity Clauses, Standard Terms and Conditions and Labor and Material Payment Bond shall prevail and control over the Contractor's Proposal.

2. **Contract Duration** - This agreement shall commence on the date of award and will end on the date that the work has been completed to the satisfaction of the County, subject to the provisions for termination specified below.

3. **Purchase/Service** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following items:

- All materials and work set out in Contractor's proposal in letter(s) from C&C Group to Bob Davidson, Boone County Facilities Maintenance Supervisor.

The total cost for the items and services supplied shall not exceed **Seventy Three Thousand Eight Hundred Twenty Five Dollars and Zero Cents (\$73,825.00)**.

4. **Additional Provisions** - Contractor agrees to the following, additional provisions:

- (a). The Contractor shall furnish and install only new components, material, hardware or other appurtenance as set out by the Contract Documents;
- (b). The Contractor shall remove and replace existing components, material, hardware or other appurtenance in the effected systems;
- (c). The Contractor shall be responsible for the removal and disposal of all replaced parts and materials.
- (d). The 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.

(e). 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.

(f). The Contractor is responsible for becoming fully informed as to all existing conditions on the Project and the nature and extent of the work required in making its proposal.0

5. Delivery - Contractor agrees to deliver and install the conversion of pneumatic controls per Contractor's proposal.

6. Billing and Payment - All billing shall be invoiced to the Boone Facilities Maintenance Department and billings may only include the prices listed in the Contractor's proposal. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal. The Contractor shall request the County to conduct 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 completed, the Contractor shall request a final inspection with the County. The County agrees to pay the lump-sum contract price upon successful completion of the work as per the terms of this Agreement and final inspection and written approval by the County.

7. 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.

8. 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.

9. 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 the delivery of products are delayed or products delivered or services provided are not in conformity with the proposal 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.

C&C Group

by: Brian Schyn

title V.P., GM CENTRAL MO

address 2414 - B HYDE PARK RD

JEFFERSON CITY, MO 65109

APPROVED AS TO FORM:

J. D. Keen
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

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 result in a measurable county obligation at this time.)

Jane E. Pitchford by cej
Signature

12/11/08
Date

6200 - 60110
Appropriation Account

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for 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.

INSURANCE AND INDEMNITY CLAUSES – CONTRACT WITH BOONE COUNTY, MISSOURI

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the

Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.



C&C Group

www.c-cgroup.com

2414-B Hyde Park Road
Jefferson City, Missouri 65109
Office: 573.632.4247 Fax: 573.632.4242

- Temperature Controls
- NEBB Test and Balance
- Security Solutions
- Access Floors
- Standby Generators

February 21, 2008

Bob Davidson
Boone County Facilities Maintenance
601 East Walnut
Columbia, MO 65201

Dear Bob:

Per your request this proposal is in follow up to our previous conversations regarding the pneumatic controls at the Jail. Under this proposal we will convert the existing AHU pneumatic end devices, ie damper and valve actuators, to electric operators. These devices will be wired back to the existing DDC components currently serving the AHUs. There are a total of 4 AHUs all with multiple valve, economizer, and multizone damper assemblies. In additional, there are 28 existing VAVs and 5 Fan Terminal Units also tied to the pneumatic system. These will be converted to DDC control and tied back to the new web based graphical user interface. We will need to get a copy of the digital floorplan for this building to assist in the development of your new graphics.

Installation on the VAV/FCUs will consist of a new DDC controller and thermostat for each device as well as a communications trunk routed through the ceiling plenum to each device. We will pull a 24 volt power trunk along with the communications because the pneumatics currently do not incorporate a power source at each unit. The Pneumatic reheat valves at these units will also will be converted to electric actuation.

Total price to complete this scope of work is \$71,990. If there are any questions regarding this proposal, please feel free to contact me at 573-632-4247.

Sincerely,

Brian Schepers



Building Systems



C&C Group

www.c-cgroup.com

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Jefferson City, Missouri 65109
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November 20, 2008

Bob Davidson
Boone County Facilities Maintenance
601 East Walnut
Columbia, MO 65201

Dear Bob:

You asked me to address a couple of items with regard to the Network 8000 DDC systems installed in several of your facilities. First is our relationship with TAC, the manufacturer of the Network 8000 and IA series control systems that you have in place in the Courthouse, Jail, and Government Center. The C&C Group is the sole factory authorizer representative for TAC DDC control systems for the States of Missouri and Kansas. We do sole source work with a number of customers throughout the Midwest, in both the public and private sectors. One of our largest customers in the central Missouri area is the State of Missouri. We have systems in a large number of their office, educational, and correctional facilities.

The State of Missouri began installing our equipment in their buildings many years ago. Both your systems and the State systems were originally installed with a single PC workstation and our legacy product front end software called SIGNAL. Over the past several years, the State, along with a number of our other customers have been upgrading the older Signal software due to its limitations associated with the older Windows 95/98 operating systems. The upgraded software provides a web based interface that allows for access to the systems from any PC on the Owners Ethernet via Internet Explorer software. The drivers to allow this upgrade are exclusive to TAC. There are no other manufacturers that can integrate the Network 8000 equipment into a web based system. The State has been installing the new software as upgrades under sole source arrangements as they are no longer able to effectively support systems operating on the older Windows platforms. This allows them to keep all of their existing field hardware and move it forward to today's interfaces. It also allows our current version of controllers to be tied into the system as the need for renovations occur.

If you have any further questions regarding this, please feel free to contact me at 573-632-4247.

Sincerely,

Brian Schepers

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

C&C Group
2414-B Hyde Park Road
Jefferson City, MO 65109

as Principal, hereinafter called Contractor, and _____

_____ ,
a corporation organized under the laws of the State of _____ ,
and authorized to transact business in the State of Missouri, as Surety, hereinafter called
Surety, are held and firmly bound unto Boone County Missouri, as Obligee, hereinafter
called Owner, for the use and benefit of claimants as herein below defined, in the amount
of **\$73,825.00 (Seventy Three Thousand Eight Hundred Twenty-Five Dollars and No
Cents)** 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 ___ day of _____, 2008
entered into a contract with Owner for:

Pneumatic Control Conversion at Boone County Jail

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

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

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

claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

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

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

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 _____,

on this _____ day of _____ 200__.

CONTRACTOR:

**C&C Group
2414-B Hyde Park Road
Jefferson City, MO 65109**

(Seal)

BY: _____

Printed Name/Title: _____

SURETY COMPANY: _____

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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



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- Temperature Controls
- NEBB Test and Balance
- Security Solutions
- Access Floors
- Standby Generators

December 2, 2008

Bob Davidson
Boone County Facilities Maintenance
601 East Walnut
Columbia, MO 65201

Dear Bob:

Per your request this proposal is in follow up to our previous conversations regarding the pneumatic controls at the Jail. Under this proposal we will convert the existing AHU pneumatic end devices, ie damper and valve actuators, to electric operators. These devices will be wired back to the existing DDC components currently serving the AHUs. There are a total of 4 AHUs all with multiple valve, economizer, and multizone damper assemblies. In addition, there are 30 existing VAVs and 5 Fan Terminal Units also tied to the pneumatic system. These will be converted to DDC control and tied back to the new web based graphical user interface. We will need to get a copy of the digital floorplan for this building to assist in the development of your new graphics.

Installation on the VAV/FCUs will consist of a new DDC controller and thermostat for each device as well as a communications trunk routed through the ceiling plenum to each device. We will pull a 24 volt power trunk along with the communications because the pneumatics currently do not incorporate a power source at each unit. The Pneumatic reheat valves at these units will also be converted to electric actuation.

Total price to complete this scope of work is \$73,825. If there are any questions regarding this proposal, please feel free to contact me at 573-632-4247.

Sincerely,

Brian Schepers



Building Systems

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

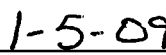
- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department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

Brian Schepers
VP, GM - Central MO

Name and Title of Authorized Representative



Signature


Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JF
C&CSA-1

DATE (MM/DD/YYYY)
12/31/08

PRODUCER
Schifman, Remley & Assoc., Inc
201 Johnson Drive, Suite 500
Mission KS 66205
Phone: 913-831-1777 Fax: 913-831-4730

INSURED
C & C Sales Inc.
C & C Group
Data Environment Service
C & C Associates
10012 Darnell St
Lenexa KS 66215

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 #
INSURER A:	Hartford Fire Insurance Co	19682
INSURER B:	Hartford Casualty Insurance Co	29424
INSURER C:	Midwest Builders' Cas. Mut. Co	N/A
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	
A		GENERAL LIABILITY	37UUNIQ4917	08/01/08	08/01/09	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
						Emp Ben.	1,000,000
A		AUTOMOBILE LIABILITY	37UUNIQ4917	08/01/08	08/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AUTO ONLY	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY	37XHUIQ2522	08/01/08	08/01/09	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 0					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	08WC0736	01/01/08	12/31/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: PNEUMATIC CONTROL CONVERSION @ BOONE COUNTY JAIL
CERTIFICATE HOLDER IS ADDITIONAL INSURED TO THE ABOVE REFERENCED COVERAGES EXCEPT WORKERS COMPENSATION.

CERTIFICATE HOLDER	CANCELLATION
<p style="text-align: right;">BOONECO</p> <p>Boone County Missouri 601 East Walnut Columbia MO 65201</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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.</p> <p>AUTHORIZED REPRESENTATIVE <i>Edoche S Newborn</i></p>

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.

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

**Brian Schepers
VP, GM - Central MO**

Name and Title of Authorized Representative

Brian Schepers

Signature

1-5-09

Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JF
C&CSA-1

DATE (MM/DD/YYYY)
12/31/08

PRODUCER Schiffman, Remley & Assoc., Inc 201 Johnson Drive, Suite 500 Mission KS 66205 Phone: 913-831-1777 Fax: 913-831-4730	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 C & C Sales Inc. C & C Group Data Environment Service C & C Associates 10012 Darnell St Lenexa KS 66215	INSURER A: Hartford Fire Insurance Co	19682
	INSURER B: Hartford Casualty Insurance Co	29424
	INSURER C: Midwest Builders' Cas. Mut. Co	N/A
	INSURER D:	
	INSURER E:	

COVERAGES

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		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
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A		AUTOMOBILE LIABILITY	37UUNIQ4917	08/01/08	08/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AUTO ONLY	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY	37XHUIQ2522	08/01/08	08/01/09	EACH OCCURRENCE	\$ 5,000,000
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		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 0					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	08WC0736	01/01/08	12/31/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: PNEUMATIC CONTROL CONVERSION @ BOONE COUNTY JAIL
 CERTIFICATE HOLDER IS ADDITIONAL INSURED TO THE ABOVE REFERENCED COVERAGES EXCEPT WORKERS COMPENSATION.

CERTIFICATE HOLDER

CANCELLATION

BOONECO

Boone County Missouri
 601 East Walnut
 Columbia MO 65201

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

Edoche S Newborn

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).

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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.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Bond #MCC55700

C&C Group
2414-B Hyde Park Road
Jefferson City, MO 65109

as Principal, hereinafter called Contractor, and Merchants Bonding Company

_____ ,
a corporation organized under the laws of the State of IA.,
and authorized to transact business in the State of Missouri, as Surety, hereinafter called
Surety, are held and firmly bound unto Boone County Missouri, as Obligee, hereinafter
called Owner, for the use and benefit of claimants as herein below defined, in the amount
of **\$73,825.00 (Seventy Three Thousand Eight Hundred Twenty-Five Dollars and No
Cents)** 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 18th day of December, 2008
entered into a contract with Owner for:

Pneumatic Control Conversion at Boone County Jail

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

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

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

claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

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

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


IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

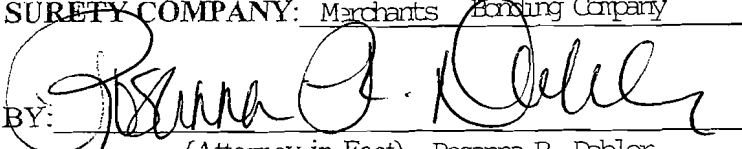
IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at Mission, Kansas ,
on this 31st day of December 200 8 .

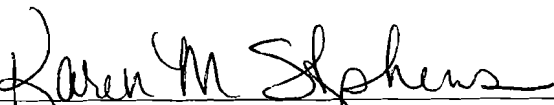
CONTRACTOR:

C&C Group
2414-B Hyde Park Road
Jefferson City, MO 65109

(Seal)

BY: 
Printed Name/Title: Paul D. Strohm
 President, COO

SURETY COMPANY: Merchants Bonding Company
BY: 
 (Attorney-in-Fact), Rosanna R. Dabler

BY: 
 (Missouri Representative)

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

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Kevin D. Kalish, Deborah A. McClendon, Gary A. Remley, William M. Schifman, Barbara Talty,
Rosanna R. Dabler, Joyce A. Tenold

of Mission and State of Kansas its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SEVEN MILLION FIVE HUNDRED THOUSAND (\$7,500,000.00) DOLLARS

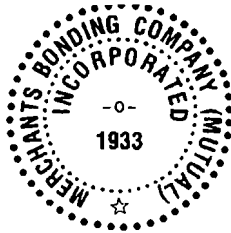
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of January, 2006.



MERCHANTS BONDING COMPANY (MUTUAL)

By

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 16th day of January, 2006, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

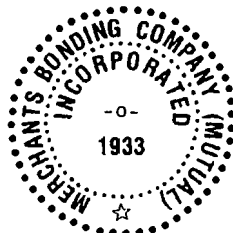


Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 31st day of ~~December~~, 2008



Secretary

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 08

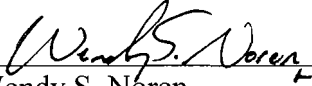
In the County Commission of said county, on the 18th day of December 20 08


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

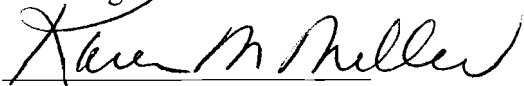
Now on this day the County Commission of the County of Boone does hereby award bid 52-23OCT08 – Inmate Detention Supplies Term and Supply to ICS and Bob Barker Company Inc. by low bid between said vendors. It is further ordered the Presiding Commissioner is hereby authorized to sign said contracts.

Done this 18th day of December, 2008.

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
INMATE DETENTION SUPPLIES**

THIS AGREEMENT dated the 18th day of December 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and ICS, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Inmate Detention Supplies Term and Supply**, County of Boone Request for Bid for Inmate Detention Supplies Term and Supply, bid number **52-23OCT08**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **October, 22 2008** and executed by Bogan, Jim, Jr. 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, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date of award **and extend through December 31, 2009** 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/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following items:

4.7.2. – Wool Blankets Per Section 2.5.2.
4.7.5. – Slip-on PVC Sandals Per Section 2.5.4.2.
4.7.7. – Toothbrushes Per Section 2.5.6.1.
4.7.8. – Toothbrushes Per Section 2.5.6.2.
4.7.9. – Soap Per Section 2.5.7.1.
4.7.10. – Soap Per Section 2.5.7.2.
4.7.11. – Razors Per Section 2.5.8.
4.7.12. – Shampoo Pr Section 2.5.9.
4.7.13. – Combs Per Section 2.5.10.
4.7.17. – Brown Bath Towels Per Section 2.5.13.
4.7.19 – Latex Gloves Per Section 2.5.14.
4.7.20. – Sanitary Napkins Per Section 2.5.15.

These items shall be supplied as listed in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver items described above in compliance with the bid specifications and in accordance with the Contractor's bid within 21 days after receipt of an order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the 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 correct monthly 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.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

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

ICS
 by [Signature]
 title President
 address P.O. Box 21056
Waco, TX 76702

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 result in a measurable county obligation at this time.)

Department 1255
Accounts 23025, 23026, 23027 - Term/Supply

Signature Jane Pitchford by KA 12/10/2008 Date
Term & Supply - No encumbrance required. Appropriation Account

E-Verify Employment Eligibility Verification

PAGE 02

Case Administration

- [Initial Verification](#)
- [View Cases](#)

User Administration

- [Change Password](#)
- [Pwd Challenge Q&A](#)
- [Change Profile](#)

Site Administration

- [Add User](#)
- [View Users](#)
- [Maintain Company](#)
- [Terminate Company Participation](#)

Reports

- [View Reports](#)

Company Information

Company Name: ICS
Company ID Number: 169863

[View / Edit](#)

Physical Location:

Address 1: 7400 Imperial Drive
Address 2:
City: Waco
State: TX
Zip Code: 76712
County: MCLENNAN

Mailing Address:

Address 1: PO Box 21056
Address 2:
City: Waco
State: TX
Zip Code: 76702

Employer Identification Number: 742502327
Total Number of Employees: 20 to 99
Corporate / Parent Company:

NAICS Code: 424 - MERCHANT WHOLESALERS, NONDURABLE GOODS

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)

ICS

254/510299

10:51 12/10/2008

4. Response Form

- 4.1. Company Name
- 4.2. Address:
- 4.3. City/Zip:
- 4.4. Phone Number
- 4.5. Fax Number:

ICS
 P O Box 21056
 WACO, TEXAS 76702-1056
CONTACT: Michelle Markum
 800-524-5427 254-751-1566
 FAX: 254-751-0299 www.icswaco.net
 icswacommarkum@hotmail.com

4.6. Federal Tax ID: 74-250-2327

- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).
- Other (Specify) _____

PRICING				
4.7. INMATE DETENTION SUPPLIES				
Item #	Product Description	Unit Price	Qty	Extended Price
4.7.1.	Mattresses Per Section 2.5.1. Item # <u>LPM25</u>	\$ <u>42.-</u>	100 ea	\$ <u>4200.-</u>
4.7.2.	Wool Blankets Per Section 2.5.2. Item # <u>L010</u>	\$ <u>7.-</u>	300 ea	\$ <u>2100.-</u>
4.7.3.	Poly Cotton Blankets Per Section 2.5.3. Item # <u>L027 - 100% COTTON</u>	\$ <u>7.-</u>	100 ea	\$ <u>700.-</u>
4.7.4.	Slip-on PVC Sandals Per Section 2.5.4.1. Item # <u>M019 8-12</u>	\$ <u>2.40</u>	200 ea	\$ <u>480.-</u>
4.7.5.	Slip-on PVC Sandals Per Section 2.5.4.2. Item # <u>M019OR 8-12</u>	\$ <u>2.40</u>	20 ea	\$ <u>48.-</u>
4.7.6.	Toothpaste Per Section 2.5.5. Qty Per Case <u>144</u> Item # <u>T010</u>	\$ <u>29.80</u>	35 cases	\$ <u>1043.-</u>
4.7.7.	Toothbrushes Per Section 2.5.6.1. Qty Per Case <u>144</u> Item # <u>TB30</u>	\$ <u>5.76</u>	35 cases	\$ <u>201.60</u>
4.7.8.	Toothbrushes Per Section 2.5.6.2. Qty Per Case <u>144</u> Item # <u>TB5H</u>	\$ <u>5.50</u>	5 cases	\$ <u>27.50</u>
4.7.9.	Soap Per Section 2.5.7.1. Qty Per Case <u>500</u> Item # <u>US15</u>	\$ <u>43.00</u>	4 cases	\$ <u>172.00</u>
4.7.10.	Soap Per Section 2.5.7.2. Qty Per Case <u>1000</u> Item # <u>US12</u>	\$ <u>34.00</u>	75 cases	\$ <u>2550.00</u>
4.7.11.	Razors Per Section 2.5.8.	\$ <u>4.94</u>	50 cases	\$ <u>247.-</u>

	Qty Per Case <u>100</u> Item # <u>T100 (RA21)</u>			
4.7.12.	Shampoo Per Section 2.5.9. Qty Per Case <u>96</u> Item # <u>T129 (FS2)</u>	\$ <u>22.94</u>	100 cases	\$ <u>2294.-</u>
4.7.13.	Combs Per Section 2.5.10. Qty Per Case <u>144/BA9</u> Item # <u>C5</u>	\$ <u>3.00</u>	25 cases <u>BA9</u>	\$ <u>75.00</u>
4.7.14.	ID Bands Per Section 2.5.11. Qty Per Case <u>500</u> Item # <u>620M</u>	\$ <u>142.00</u>	75/box	\$ <u>10650.00</u>
	Fastening Tool	\$ <u>84.00</u>	1 ea	\$ <u>84.00</u>
4.7.15.	Cleaning Detergent Per Section 2.5.12. Qty Per Case Item #	\$ <u>X</u>	60 cases	\$
4.7.16.	White Bath Towels Per Section 2.5.13. Qty Per Bale <u>25dz</u> Item # <u>L016</u>	\$ <u>300.00</u>	10 bales	\$ <u>3000.00</u>
4.7.17.	Brown Bath Towels Per Section 2.5.13. Item # <u>L016BR</u>	\$ <u>14.60</u>	5 dozen	\$ <u>73.00</u>
4.7.18.	Wash Cloths Per Section 2.5.13. Item # <u>L017</u>	\$ <u>1.96</u>	20 dozen	\$ <u>39.20</u>
4.7.19.	Latex Gloves Per Section 2.5.14. Qty Per Box <u>100</u> Item # <u>M064PWF</u>	\$ <u>4.20</u>	100 boxes	\$ <u>420.00</u>
4.7.20.	Sanitary Napkins Per Section 2.5.15. Item # <u>250FM</u>	\$ <u>24.00</u>	25 cases	\$ <u>600.00</u>
4.7.21.	Tampons Per Section 2.5.16. Item # <u>T067</u>	\$ <u>58.00</u>	25 cases	\$ <u>1450.00</u>
4.7.22.	Women's Underwear Per Section 2.5.17. Qty Per Case <u>DOZEN</u> Item # <u>C062W 100% Cotton</u>	\$ <u>11.10</u>	25 dozen <u>dz</u>	\$ <u>277.50</u>
4.7.23.	Shirts Per Section 2.5.18. Item # <u>CS005B</u>	\$ <u>5.70</u>	20 each	\$ <u>114.00</u>
4.7.24.	Pants Per Section 2.5.19. Per Section 2.5.19. Item # <u>CP005B</u>	\$ <u>6.10</u>	20 each	\$ <u>122.00</u>
4.7.25.	Shoes Per Section 2.5.20. Per Section 2.5.20. Item # <u>M03Z</u>	\$ <u>3.90</u>	30 each	\$ <u>117.-</u>
4.7.26.	Trash Bags Per Section 2.5.21. - 12 Gallon. Qty Per Box Item #	\$ <u>X</u>	60 boxes	\$
4.7.27.	Trash Bags Per Section 2.5.21. - 33 Gallon Qty Per Box Item #	\$ <u>X</u>	60 boxes	\$
4.7.28.	GRAND TOTAL			\$ <u>31084.80</u>

4.8. Maximum Percentage Increase for each potential renewal period:

+12 % 1st Renewal Period
+12 % 2nd Renewal Period

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.

4.9.1. Authorized Representative (Sign By Hand):

4.9.2. Type or Print Signed Name:

J.M. Bogart Jr
J. M. Bogart Jr

4.9.3. Today's Date: 10/22/08

4.10. 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

4.11. Delivery ARO: 14-21



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Request for Bid (RFB)

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

Bid Data

Bid Number: **52-23OCT08**
Commodity Title: **Inmate Detention Supplies Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY – October 23, 2008**
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: **WEDNESDAY – October 23, 2008**
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**
Work Authorization Certification
Standard Terms and Conditions
No Bid Response Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request 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, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing and delivery of **Inmate Detention Supplies** as specified herein.
- 2.1.1. **Quantity** - All orders shall be placed on an "as needed basis". The County does not guarantee a minimum volume for purchases under a prospective contract. The estimates provided on the Response Form are for informational and evaluation purposes only and do not constitute a guarantee of usage. In addition, the County reserves the right to purchase inmate detention supplies from other vendors when the County deems the purchase necessary.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through December 31, 2009. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **GENERAL SPECIFICATIONS**
- 2.5.1. **Mattresses** - Size: 25" x 75" x 4" - Should be flame resistant, tear resistant, waterproof. Should have vinyl cover.
- 2.5.2. **Wool Blankets** - Size: 66" x 90" - Should be fire resistant, whip-stitched ends and made from at least 50% wool. Must be able to machine wash and dry. Color: Gray
- 2.5.3. **Poly Cotton Blankets** - Size: 66" x 90" - Should be a polyester and cotton blend. Color: Gray
- 2.5.4. **Slip-On PVC Sandals** - Bidders must bid both kinds of sandals specified below.
- 2.5.4.1. Sandal 1: Sizes: Men's 8 to 12. Should be non-skid and non-marking. Sandal should be pliable and durable.
- 2.5.4.2. Sandal 2: Anti-microbial protection that is unable to be washed off, dissolved, or disabled, non-skid and non-marking, sizes S-2XL.
- 2.5.5. **Toothpaste** - Fluoride toothpaste in 1.5 oz. plastic tube.
- 2.5.6. **Toothbrush** - Bidders must bid both kinds of toothbrushes specified below.
- 2.5.6.1. 30-tuft soft wrapped toothbrushes
- 2.5.6.2. 3 ¼" Super Shorty wrapped
- 2.5.7. **Soap** - Bidders must bid both kinds of soap specified below.
- 2.5.7.1. 1.5 oz. wrapped or unwrapped face and body bars
- 2.5.7.2. .5 oz. unwrapped face and body bars
- 2.5.8. **Razors** - Single blade with removable safety cap.
- 2.5.9. **Shampoo** - 2 oz bottles.
- 2.5.10. **Combs** - 5-inch plastic comb.
- 2.5.11. **ID bands** - Orange plastic polyethylene bracelets with metal fasteners. Should be stretch resistant and can be written or typed on. No less than 500 bands including fasteners per case. Bidder should also submit cost of fastening tool.

- 2.5.12. **Cleaning Detergent** – Pre-measured cleaner in water soluble packets that cleans, disinfects and deodorizes. Must be able to fight mildew, bacteria and viruses.
- 2.5.13. **Bath Towels** – White and Brown. Size 20” x 40” 100% Cotton dense looped terry. 5.5 lbs per dozen. White towels are to be purchased in baled quantities. Brown towels to be purchased by the dozen.
Wash Cloths – Brown. Size 12” x 12” 100% Cotton dense looped terry. Wash clothes to be purchased by the dozen.
- 2.5.14. **Latex Gloves** – Powder Free. Size: Small, Medium, Large, Extra Large. Polymer coating. Beaded cuff. NFPA certified and UL certified. Cuff Thickness: min. 7.3 mils Palm Thickness: min. 9.8 mils Finger Thickness: min. 11.9 mils.
- 2.5.15. **Sanitary Napkins** – 250 per case, individually boxed, beltless, powder free, adhesive strips.
- 2.5.16. **Tampons** – Individually wrapped, regular size, 500 per case.
- 2.5.17. **Women’s Underwear** – Sizes 5-20, cotton/poly blend, brief style.
- 2.5.18. **Shirts** – Navy, non-binding V-neck, dolman short sleeves, hemmed sleeves and bottoms with 3 thread felling stitching with heavy-duty thread, sizes S-XL.
- 2.5.19. **Pants** – Navy, pull-on style, elastic waistband, mock fly and hemmed bottoms with 3 thread felling stitching with heavy duty thread, no pockets, sizes S-XL
- 2.5.20. **Shoes** – Navy canvas step-ins, sewn-in, full cushion insoles, non-skid vulcanized rubber soles, sizes 5-15.
- 2.6. **DESCRIPTIVE LITERATURE** – Bidders must submit complete descriptive literature for each product bid. Bids received without descriptive literature are subject to rejection.
- 2.7. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
 - 2.7.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 2.8. **REPLACEMENT OF DAMAGED PRODUCT** – The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 2.9. **MINIMUM ORDER QUANTITY** – The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County.
- 2.10. **PRODUCT AVAILABILITY AND LIMITATIONS** – The contractor shall agree to provide inmate detention supplies on an as needed, if needed basis as ordered. The contractor shall agree that the contractor may not cancel any item from the list of items unless the manufacturer has discontinued that item. The contractor must communicate the manufacturer discontinuation of any product under the contract to the Boone County Purchasing Department. In such instances, the contractor shall work with the Purchasing Department to identify and implement alternative options that shall maintain or reduce costs associated with the replacements while maintaining established quality levels.
- 2.11. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Sheriff’s Department at the following address: 2121 County Drive, Columbia, MO 65202 and at the Juvenile Justice Center at: 5665 Roger I Wilson Memorial Drive Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate monthly statement.
- 2.12. **RETURN OF GOODS** – County may cancel any purchase at any time for a full credit.
- 2.13. **AWARD** – The County’s preference is to award to one (1) single vendor, however, the County reserves the right to award to multiple vendors if it is deemed to be more cost effective. Award(s) will be made based on best overall value for the County.
- 2.14. **SAMPLES** – The County reserves the right to request samples after bids are opened and before the award is made. When samples are requested, they must be furnished free of charge. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.

- 2.15. **DELIVERY TERMS** – FOB Destination at Boone County Sheriff's Department 2121 County Dr., Columbia, MO 65202 and the Juvenile Justice Center 5665 Roger I Wilson Memorial Drive Columbia, MO 65202
- 2.16. **DESIGNEE** –Boone County Sheriff's Department, 2121 County Dr., Columbia, Missouri 65202 and the Juvenile Justice Center 5665 Roger I Wilson Memorial Drive Columbia, MO 65202
- 2.17. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymo.org.
- 2.18. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your 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" or "No Bid". 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. We are 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** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 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** - We reserve 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** - We reserve 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** - Our 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** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your 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
- 4.6.1. Partnership - Name _____
- 4.6.1. Individual/Proprietorship - Individual Name _____ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).
- 4.6.1. Other (Specify) _____

PRICING				
4.7. INMATE DETENTION SUPPLIES				
Item #	Product Description	Unit Price	Qty	Extended Price
4.7.1.	Mattresses Per Section 2.5.1. Item # _____	\$ _____	100 ea	\$ _____
4.7.2.	Wool Blankets Per Section 2.5.2. Item # _____	\$ _____	300 ea	\$ _____
4.7.3.	Poly Cotton Blankets Per Section 2.5.3. Item # _____	\$ _____	100 ea	\$ _____
4.7.4.	Slip-on PVC Sandals Per Section 2.5.4.1. Item # _____	\$ _____	200 ea	\$ _____
4.7.5.	Slip-on PVC Sandals Per Section 2.5.4.2. Item # _____	\$ _____	20 ea	\$ _____
4.7.6.	Toothpaste Per Section 2.5.5. Qty Per Case _____ Item # _____	\$ _____	35 cases	\$ _____
4.7.7.	Toothbrushes Per Section 2.5.6.1. Qty Per Case _____ Item # _____	\$ _____	35 cases	\$ _____
4.7.8.	Toothbrushes Per Section 2.5.6.2. Qty Per Case _____ Item # _____	\$ _____	5 cases	\$ _____
4.7.9.	Soap Per Section 2.5.7.1. Qty Per Case _____ Item # _____	\$ _____	4 cases	\$ _____
4.7.10.	Soap Per Section 2.5.7.2. Qty Per Case _____ Item # _____	\$ _____	75 cases	\$ _____
4.7.11.	Razors Per Section 2.5.8.	\$ _____	50 cases	\$ _____

	Qty Per Case _____ Item # _____			
4.7.12.	Shampoo Per Section 2.5.9. Qty Per Case _____ Item # _____	\$ _____	100 cases	\$ _____
4.7.13.	Combs Per Section 2.5.10. Qty Per Case _____ Item # _____	\$ _____	25 cases	\$ _____
4.7.14.	ID Bands Per Section 2.5.11. Qty Per Case _____ Item # _____	\$ _____	75/box	\$ _____
	Fastening Tool	\$ _____	1 ea	\$ _____
4.7.15.	Cleaning Detergent Per Section 2.5.12. Qty Per Case _____ Item # _____	\$ _____	60 cases	\$ _____
4.7.16.	White Bath Towels Per Section 2.5.13. Qty Per Bale _____ Item # _____	\$ _____	10 bales	\$ _____
4.7.17.	Brown Bath Towels Per Section 2.5.13. Item # _____	\$ _____	5 dozen	\$ _____
4.7.18.	Wash Cloths Per Section 2.5.13. Item # _____	\$ _____	20 dozen	\$ _____
4.7.19.	Latex Gloves Per Section 2.5.14. Qty Per Box _____ Item # _____	\$ _____	100 boxes	\$ _____
4.7.20.	Sanitary Napkins Per Section 2.5.15. Item # _____	\$ _____	25 cases	\$ _____
4.7.21.	Tampons Per Section 2.5.16. Item # _____	\$ _____	25 cases	\$ _____
4.7.22.	Women's Underwear Per Section 2.5.17. Qty Per Case _____ Item # _____	\$ _____	25 dozen	\$ _____
4.7.23.	Shirts Per Section 2.5.18. Item # _____	\$ _____	20 each	\$ _____
4.7.24.	Pants Per Section 2.5.19.Per Section 2.5.19. Item # _____	\$ _____	20 each	\$ _____
4.7.25.	Shoes Per Section 2.5.20.Per Section 2.5.20. Item # _____	\$ _____	30 each	\$ _____
4.7.28.	GRAND TOTAL			\$ _____

4.8. Maximum Percentage Increase for each potential renewal period:

_____ % 1st Renewal Period

_____ % 2nd Renewal Period

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.**

4.9.1. Authorized Representative (Sign By Hand):

4.9.2. Type or Print Signed Name: _____

4.9.3. Today's Date: _____

4.10. 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

4.11. Delivery ARO: _____



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Tyson Boldan, Buyer

Phone: (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 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.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

“No Bid” Response Form

Tyson Boldan, 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: 52-23OCT08 - Inmate Detention Supplies Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



BOONE COUNTY, MISSOURI
Request for Bid #: 52-23OCT08 – Inmate Detention Supplies Term & Supply

ADDENDUM #1 - Issued October 8, 2008

This addendum is issued in accordance with the Cover Sheet of the Request for Bid as well as the Bid Response 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:

I. Changes to RFB Cover Sheet as follows:

- Replace Bid Submission Day/ Date and time :
 - Tuesday – October 28, 2008
 - 1:30 P.M. (Bids received after this time will be returned unopened)

- Replace Bid Opening Day/ Date and Time:
 - Tuesday – October 28, 2008
 - 1:30 P.M. (Bids received after this time will be returned unopened)

 - Sealed bids will be accepted until **1:30 P.M on Tuesday – October 28, 2008, at the Boone County Purchasing Office, 601 E. Walnut, 2nd Floor, Columbia, Missouri, 65201.** Bids received after the above specified time for acceptance will be returned to the sender unopened.

 - Bids will be publicly opened after **1:30 PM on Tuesday – October 28, 2008 in the Boone County Commission Chambers, Boone County Government Center, 801 E. Walnut, Columbia, MO 65201.**

II. Add to RFB Bid Response 2.7.8.1:

- Minimum discount for all product lines introduced after inception of the contract, and all existing lines not specified herein:
_____ %

This addition allows us to purchase off of the winning contractor's product line at a specified discount though the items may not be listed in the Bid Response.

By: _____
Tyson Boldan, Buyer
Boone County Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 52-23OCT08 – Inmate Detention Supplies Term & Supply, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

**PURCHASE AGREEMENT
FOR
INMATE DETENTION SUPPLIES**

THIS AGREEMENT dated the 18th day of December 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Bob Barker Company, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Inmate Detention Supplies Term and Supply**, County of Boone Request for Bid for Inmate Detention Supplies Term and Supply, bid number **52-23OCT08**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **October, 23 2008** and executed by **Connie Kincade** 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, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date of award **and extend through December 31, 2009** 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/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following items:

4.7.1. – Mattresses Per Section 2.5.1.
4.7.3. – Poly Cotton Blankets Per Section 2.5.3.
4.7.4. – Slip-on PVC Sandals Per Section 2.5.4.1.
4.7.6. – Toothpaste Per Section 2.5.5.
4.7.14. – ID Bands Per Section 2.5.11.
4.7.15. – Cleaning Detergent Per Section 2.5.12.
4.7.16. – White Bath Towels Per Section 2.5.13.
4.7.21. – Tampons Per Section 2.5.16.
4.7.22. – Women's Underwear Per Section 2.5.17.
4.7.23. – Shirts Per Section 2.5.18.
4.7.24. – Pants Per Section 2.5.19.
4.7.25. – Shoes Per Section 2.5.20.

These items shall be supplied as listed in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver items described above in compliance with the bid specifications and in accordance with the Contractor's bid within 30 days after receipt of an order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the 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 correct monthly 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.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

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

BOB BARKER COMPANY, INC.

by Cornie Kincaid

title Bid Administrator

address 134 N Main St

Fuquay-Varina, Nc 27526

BOONE COUNTY, MISSOURI

by: Boone County Commission



Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Department 1255
Accounts 23025, 23026, 23027 - Term/Supply

Signature June Pitchford by KF 12/10/2008

Date

Appropriation Account

Term & Supply - No encumbrance required.

Company ID Number: 168473

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Bob Barker Company, inc.

Company Facility Address: 134 North Main Street
Fuquay Varina, NC 27526

Company Alternate Address: PO Box 429
Fuquay Varina, NC 27526

County or Parish: WAKE

Employer Identification Number: 561558062

North American Industry
Classification Systems Code: 424

Parent Company: _____

Number of Employees: 100 to
499 Number of Sites Verified for: 1

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

- NORTH CAROLINA 1 site(s)

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

Name: **Jill L Smith**
Telephone Number: **(919) 552 - 3431 ext. 727727** Fax Number: **(919) 557 - 4510**
E-mail Address: **jillsmith@bobbarker.com**

Name: **Vanessa H Caldwell**
Telephone Number: **(919) 552 - 3431 ext. 721721** Fax Number: **(919) 557 - 4510**
E-mail Address: **vanessacaldwell@bobbarker.com**

Name: **Marilyn E Wood**
Telephone Number: **(919) 552 - 3431 ext. 726** Fax Number: **(919) 557 - 4510**
E-mail Address: **marilynwood@bobbarker.com**

(Please complete and return with Contract)

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)**

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

Connie Kincade

Bid Administrator

Bob Barker Company

Name and Title of Authorized Representative

Connie Kincade

Signature

12/4/2008

Date

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

County of WAKE)
)SS.
State of NC)

My name is Connie Kincade authorized agent of Bob Barker Company INC

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

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

Connie Kincade 10/23/2008
Affiant Date

Connie Kincade
Printed Name

Subscribed and sworn to before me this 23rd day of October, 2008

[Signature] TS AW 10/23/08
Notary Public

My Commission Expires 11-5-2012.

Bob Barker Company

County of Boone

Purchasing Department

4. Response Form

- 4.1. Company Name: Bob Barker Company, Inc.
- 4.2. Address: 134 N Main Street
PO Box 429
- 4.3. City/Zip: Fuquay Varina, NC 27526
- 4.4. Phone Number: (800) 334-9880
- 4.5. Fax Number: (800) 322-7537
- 4.6. Federal Tax ID: 54-1558062
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____ (If Individual,
Bidder must complete Certification of lawful presence in U.S. on attached form).
 Other (Specify) _____

PRICING				
4.7. INMATE DETENTION SUPPLIES				
Item #	Product Description	Unit Price	Qty	Extended Price
4.7.1.	Mattresses Per Section 2.5.1. Item # <u>PJM25754</u>	\$ <u>29.98</u>	100 ea	\$ <u>2998.00</u>
4.7.2.	Wool Blankets Per Section 2.5.2. Item # <u>WSB6690</u>	\$ <u>8.32</u>	300 ea	\$ <u>2496.00</u>
4.7.3.	Poly Cotton Blankets Per Section 2.5.3. Item # <u>PB66906Y</u> *	\$ <u>6.08</u>	100 ea	\$ <u>608.00</u>
4.7.4.	Slip-on PVC Sandals Per Section 2.5.4.1. Item # <u>BB888</u>	\$ <u>1.82</u>	200 ea	\$ <u>364.00</u>
4.7.5.	Slip-on PVC Sandals Per Section 2.5.4.2. Item # <u>606</u>	\$ <u>2.72</u>	20 ea	\$ <u>54.40</u>
4.7.6.	Toothpaste Per Section 2.5.5. Qty Per Case <u>144</u> Item # <u>FM15</u>	\$ <u>28.36</u>	35 cases	\$ <u>992.60</u>
4.7.7.	Toothbrushes Per Section 2.5.6.1. Qty Per Case <u>144</u> Item # <u>BB28</u>	\$ <u>6.12</u>	35 cases	\$ <u>214.20</u>
4.7.8.	Toothbrushes Per Section 2.5.6.2. Qty Per Case <u>144</u> Item # <u>BBST25</u>	\$ <u>6.33</u>	5 cases	\$ <u>31.65</u>
4.7.9.	Soap Per Section 2.5.7.1. Qty Per Case <u>500</u> Item # <u>TU15</u>	\$ <u>45.79</u>	4 cases	\$ <u>183.16</u>
4.7.10.	Soap Per Section 2.5.7.2. Qty Per Case <u>1000</u> Item # <u>U1</u>	\$ <u>36.84</u>	75 cases	\$ <u>2763.00</u>
4.7.11.	Razors Per Section 2.5.8.	\$ <u>27.93</u>	50 cases	\$ <u>1396.50</u>

* See spec →

* Sold by the dozen

Bob Barker Company

	Qty Per Case <u>600</u> Item # <u>R600</u>			
4.7.12.	Shampoo Per Section 2.5.9. Qty Per Case <u>96</u> Item # <u>M32</u>	\$ <u>23.68</u>	100 cases	\$ <u>2368.00</u>
4.7.13.	Combs Per Section 2.5.10. Qty Per Case <u>144</u> Item # <u>C-5</u>	\$ <u>3.14</u>	25 cases	\$ <u>78.50</u>
4.7.14.	ID Bands Per Section 2.5.11. Qty Per Case <u>500</u> Item # <u>646-DR</u>	\$ <u>119.85</u>	75/box	\$ <u>8988.75</u>
	Fastening Tool # <u>647</u>	\$ <u>76.85</u>	1 ea	\$ <u>76.85</u>
4.7.15.	Cleaning Detergent Per Section 2.5.12. Qty Per Case <u>180 PKS</u> Item # <u>90650</u>	\$ <u>35.12</u>	60 cases	\$ <u>2107.20</u>
4.7.16.	White Bath Towels Per Section 2.5.13. Qty Per Bale <u>25 dozen (300 each)</u> Item # <u>41400</u>	\$ <u>319.50</u>	10 bales	\$ <u>3695.00</u>
4.7.17.	Brown Bath Towels Per Section 2.5.13. Item # <u>BT2040 BR</u> *	\$ <u>13.20</u>	5 dozen	\$ <u>66.00</u> * 5# per dozen
4.7.18.	Wash Cloths Per Section 2.5.13. Item # <u>WC1212 BR</u>	\$ <u>2.18</u>	20 dozen	\$ <u>43.60</u>
4.7.19.	Latex Gloves Per Section 2.5.14. Qty Per Box <u>100</u> Item # <u>V6PF</u>	\$ <u>5.95</u>	100 boxes	\$ <u>595.00</u>
4.7.20.	Sanitary Napkins Per Section 2.5.15. Item # <u>SN</u>	\$ <u>26.32</u>	25 cases	\$ <u>658.00</u>
4.7.21.	Tampons Per Section 2.5.16. Item # <u>TPX500</u>	\$ <u>44.79</u>	25 cases	\$ <u>1119.75</u>
4.7.22.	Women's Underwear Per Section 2.5.17. Qty Per Case <u>ELBLSCK 12</u> * Item # <u>ELBLS</u>	\$ <u>8.15</u>	25 dozen	\$ <u>203.75</u> * Sizes 5-18 only
4.7.23.	Shirts Per Section 2.5.18. Item # <u>TNS</u>	\$ <u>4.30</u>	20 each	\$ <u>86.00</u>
4.7.24.	Pants Per Section 2.5.19. Per Section 2.5.19. Item # <u>TNT</u>	\$ <u>5.12</u>	20 each	\$ <u>102.40</u>
4.7.25.	Shoes Per Section 2.5.20. Per Section 2.5.20. Item # <u>155</u>	\$ <u>3.74</u>	30 each	\$ <u>112.20</u>
4.7.26.	Trash Bags Per Section 2.5.21. - 12 Gallon Qty Per Box _____ Item # _____	\$ <u>—</u>	60 boxes	\$ <u>No BID</u>
4.7.27.	Trash Bags Per Section 2.5.21. - 33 Gallon Qty Per Box _____ Item # _____	\$ <u>—</u>	60 boxes	\$ <u>No BID</u>
4.7.28.	GRAND TOTAL			\$ <u>32,402.51</u>

* See Spec →

* See Spec →

4.8. Maximum Percentage Increase for each potential renewal period:

Five (5) % 1st Renewal Period
Five (5) % 2nd Renewal Period

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.

4.9.1. Authorized Representative (Sign By Hand):

Connie Kincaid

4.9.2. Type or Print Signed Name:

Connie Kincaid

4.9.3. Today's Date:

10/23/08

4.10. 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

4.11. Delivery ARO:

3-30 ARO

By: Tyson Boldan
Tyson Boldan, Buyer
Boone County Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 52-23OCT08 - Inmate
Detention Supplies Term & Supply, receipt of which is hereby acknowledged:

Company Name: Bob Barker Company, Inc.
134 N Main Street

Address: PO Box 429
Fuquay Varina, NC 27526

Phone Number: (800) 334-9980 Fax Number: (800) 322-7537

Authorized Representative Signature: Connie Kincade Date: 10/23/08

Authorized Representative Printed Name: Connie Kincade



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Request for Bid (RFB)

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

Bid Data

Bid Number: **52-23OCT08**
Commodity Title: **Inmate Detention Supplies Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY – October 23, 2008**
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: **WEDNESDAY – October 23, 2008**
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
Work Authorization Certification
Standard Terms and Conditions
No Bid Response Form**

1. Introduction and General Conditions of Bidding

1.1. INVITATION - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. DEFINITIONS

1.2.1. County - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

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

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

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. Bidder / Contractor / Supplier - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

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

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

Supplier - All business(s) entities which may provide the subject goods and/or services.

1.2.3. Bid - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request 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, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. Bidder Responsibility - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.3.2. Bid Amendment - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

1.4. AWARD - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.

1.5. CONTRACT EXECUTION - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

1.5.1. Precedence - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder's Response.

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing and delivery of **Inmate Detention Supplies** as specified herein.
- 2.1.1. **Quantity** - All orders shall be placed on an "as needed basis". The County does not guarantee a minimum volume for purchases under a prospective contract. The estimates provided on the Response Form are for informational and evaluation purposes only and do not constitute a guarantee of usage. In addition, the County reserves the right to purchase inmate detention supplies from other vendors when the County deems the purchase necessary.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through December 31, 2009. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **GENERAL SPECIFICATIONS**
- 2.5.1. **Mattresses** - Size: 25" x 75" x 4" - Should be flame resistant, tear resistant, waterproof. Should have vinyl cover.
- 2.5.2. **Wool Blankets** - Size: 66" x 90" - Should be fire resistant, whip-stitched ends and made from at least 50% wool. Must be able to machine wash and dry. Color: Gray
- 2.5.3. **Poly Cotton Blankets** - Size: 66" x 90" - Should be a polyester and cotton blend. Color: Gray
- 2.5.4. **Slip-On PVC Sandals** - Bidders must bid both kinds of sandals specified below.
- 2.5.4.1. Sandal 1: Sizes: Men's 8 to 12. Should be non-skid and non-marking. Sandal should be pliable and durable.
- 2.5.4.2. Sandal 2: Anti-microbial protection that is unable to be washed off, dissolved, or disabled, non-skid and non-marking, sizes S-2XL.
- 2.5.5. **Toothpaste** - Fluoride toothpaste in 1.5 oz. plastic tube.
- 2.5.6. **Toothbrush** - Bidders must bid both kinds of toothbrushes specified below.
- 2.5.6.1. 30-tuft soft wrapped toothbrushes
- 2.5.6.2. 3 ¼" Super Shorty wrapped
- 2.5.7. **Soap** - Bidders must bid both kinds of soap specified below.
- 2.5.7.1. 1.5 oz. wrapped or unwrapped face and body bars
- 2.5.7.2. .5 oz. unwrapped face and body bars
- 2.5.8. **Razors** - Single blade with removable safety cap.
- 2.5.9. **Shampoo** - 2 oz bottles.
- 2.5.10. **Combs** - 5-inch plastic comb.
- 2.5.11. **ID bands** - Orange plastic polyethylene bracelets with metal fasteners. Should be stretch resistant and can be written or typed on. No less than 500 bands including fasteners per case. Bidder should also submit cost of fastening tool.

- 2.5.12. **Cleaning Detergent** – Pre-measured cleaner in water soluble packets that cleans, disinfects and deodorizes. Must be able to fight mildew, bacteria and viruses.
- 2.5.13. **Bath Towels** – White and Brown. Size 20” x 40” 100% Cotton dense looped terry. 5.5 lbs per dozen. White towels are to be purchased in baled quantities. Brown towels to be purchased by the dozen.
Wash Cloths – Brown. Size 12” x 12” 100% Cotton dense looped terry. Wash clothes to be purchased by the dozen.
- 2.5.14. **Latex Gloves** – Powder Free. Size: Small, Medium, Large, Extra Large. Polymer coating. Beaded cuff. NFPA certified and UL certified. Cuff Thickness: min. 7.3 mils Palm Thickness: min. 9.8 mils Finger Thickness: min. 11.9 mils.
- 2.5.15. **Sanitary Napkins** – 250 per case, individually boxed, beltless, powder free, adhesive strips.
- 2.5.16. **Tampons** – Individually wrapped, regular size, 500 per case.
- 2.5.17. **Women’s Underwear** – Sizes 5-20, cotton/poly blend, brief style.
- 2.5.18. **Shirts** – Navy, non-binding V-neck, dolman short sleeves, hemmed sleeves and bottoms with 3 thread felling stitching with heavy-duty thread, sizes S-XL.
- 2.5.19. **Pants** – Navy, pull-on style, elastic waistband, mock fly and hemmed bottoms with 3 thread felling stitching with heavy duty thread, no pockets, sizes S-XL
- 2.5.20. **Shoes** – Navy canvas step-ins, sewn-in, full cushion insoles, non-skid vulcanized rubber soles, sizes 5-15.
- 2.6. **DESCRIPTIVE LITERATURE** – Bidders must submit complete descriptive literature for each product bid. Bids received without descriptive literature are subject to rejection.
- 2.7. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
 - 2.7.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 2.8. **REPLACEMENT OF DAMAGED PRODUCT** – The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 2.9. **MINIMUM ORDER QUANTITY** – The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County.
- 2.10. **PRODUCT AVAILABILITY AND LIMITATIONS** – The contractor shall agree to provide inmate detention supplies on an as needed, if needed basis as ordered. The contractor shall agree that the contractor may not cancel any item from the list of items unless the manufacturer has discontinued that item. The contractor must communicate the manufacturer discontinuation of any product under the contract to the Boone County Purchasing Department. In such instances, the contractor shall work with the Purchasing Department to identify and implement alternative options that shall maintain or reduce costs associated with the replacements while maintaining established quality levels.
- 2.11. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Sheriff’s Department at the following address: 2121 County Drive, Columbia, MO 65202 and at the Juvenile Justice Center at: 5665 Roger I Wilson Memorial Drive Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate monthly statement.
- 2.12. **RETURN OF GOODS** – County may cancel any purchase at any time for a full credit.
- 2.13. **AWARD** – The County’s preference is to award to one (1) single vendor, however, the County reserves the right to award to multiple vendors if it is deemed to be more cost effective. Award(s) will be made based on best overall value for the County.
- 2.14. **SAMPLES** – The County reserves the right to request samples after bids are opened and before the award is made. When samples are requested, they must be furnished free of charge. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.

- 2.15. **DELIVERY TERMS** – FOB Destination at Boone County Sheriff’s Department 2121 County Dr., Columbia, MO 65202 and the Juvenile Justice Center 5665 Roger I Wilson Memorial Drive Columbia, MO 65202
- 2.16. **DESIGNEE** –Boone County Sheriff’s Department, 2121 County Dr., Columbia, Missouri 65202 and the Juvenile Justice Center 5665 Roger I Wilson Memorial Drive Columbia, MO 65202
- 2.17. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymmo.org.
- 2.18. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your 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" or "No Bid". 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. We are 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** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 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** - We reserve 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** - We reserve 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** - Our 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** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your 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 _____ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).
 () Other (Specify) _____

PRICING				
4.7. INMATE DETENTION SUPPLIES				
Item #	Product Description	Unit Price	Qty	Extended Price
4.7.1.	Mattresses Per Section 2.5.1. Item # _____	\$ _____	100 ea	\$ _____
4.7.2.	Wool Blankets Per Section 2.5.2. Item # _____	\$ _____	300 ea	\$ _____
4.7.3.	Poly Cotton Blankets Per Section 2.5.3. Item # _____	\$ _____	100 ea	\$ _____
4.7.4.	Slip-on PVC Sandals Per Section 2.5.4.1. Item # _____	\$ _____	200 ea	\$ _____
4.7.5.	Slip-on PVC Sandals Per Section 2.5.4.2. Item # _____	\$ _____	20 ea	\$ _____
4.7.6.	Toothpaste Per Section 2.5.5. Qty Per Case _____ Item # _____	\$ _____	35 cases	\$ _____
4.7.7.	Toothbrushes Per Section 2.5.6.1. Qty Per Case _____ Item # _____	\$ _____	35 cases	\$ _____
4.7.8.	Toothbrushes Per Section 2.5.6.2. Qty Per Case _____ Item # _____	\$ _____	5 cases	\$ _____
4.7.9.	Soap Per Section 2.5.7.1. Qty Per Case _____ Item # _____	\$ _____	4 cases	\$ _____
4.7.10.	Soap Per Section 2.5.7.2. Qty Per Case _____ Item # _____	\$ _____	75 cases	\$ _____
4.7.11.	Razors Per Section 2.5.8.	\$ _____	50 cases	\$ _____

	Qty Per Case _____ Item # _____			
4.7.12.	Shampoo Per Section 2.5.9. Qty Per Case _____ Item # _____	\$ _____	100 cases	\$ _____
4.7.13.	Combs Per Section 2.5.10. Qty Per Case _____ Item # _____	\$ _____	25 cases	\$ _____
4.7.14.	ID Bands Per Section 2.5.11. Qty Per Case _____ Item # _____	\$ _____	75/box	\$ _____
	Fastening Tool	\$ _____	1 ea	\$ _____
4.7.15.	Cleaning Detergent Per Section 2.5.12. Qty Per Case _____ Item # _____	\$ _____	60 cases	\$ _____
4.7.16.	White Bath Towels Per Section 2.5.13. Qty Per Bale _____ Item # _____	\$ _____	10 bales	\$ _____
4.7.17.	Brown Bath Towels Per Section 2.5.13. Item # _____	\$ _____	5 dozen	\$ _____
4.7.18.	Wash Cloths Per Section 2.5.13. Item # _____	\$ _____	20 dozen	\$ _____
4.7.19.	Latex Gloves Per Section 2.5.14. Qty Per Box _____ Item # _____	\$ _____	100 boxes	\$ _____
4.7.20.	Sanitary Napkins Per Section 2.5.15. Item # _____	\$ _____	25 cases	\$ _____
4.7.21.	Tampons Per Section 2.5.16. Item # _____	\$ _____	25 cases	\$ _____
4.7.22.	Women's Underwear Per Section 2.5.17. Qty Per Case _____ Item # _____	\$ _____	25 dozen	\$ _____
4.7.23.	Shirts Per Section 2.5.18. Item # _____	\$ _____	20 each	\$ _____
4.7.24.	Pants Per Section 2.5.19.Per Section 2.5.19. Item # _____	\$ _____	20 each	\$ _____
4.7.25.	Shoes Per Section 2.5.20.Per Section 2.5.20. Item # _____	\$ _____	30 each	\$ _____
4.7.28.	GRAND TOTAL			\$ _____

4.8. Maximum Percentage Increase for each potential renewal period:

_____ % 1st Renewal Period

_____ % 2nd Renewal Period

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.**

4.9.1. Authorized Representative (Sign By Hand):

4.9.2. Type or Print Signed Name:

4.9.3. Today's Date: _____

4.10. 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

4.11. Delivery ARO: _____



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201
Tyson Boldan, Buyer
Phone: (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 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.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

“No Bid” Response Form

Tyson Boldan, 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: 52-23OCT08 - Inmate Detention Supplies Term & Supply

Business Name: _____

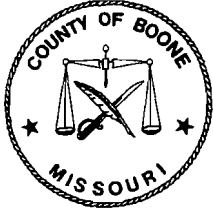
Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



BOONE COUNTY, MISSOURI
Request for Bid #: 52-23OCT08 – Inmate Detention Supplies Term & Supply

ADDENDUM #1 - Issued October 8, 2008

This addendum is issued in accordance with the Cover Sheet of the Request for Bid as well as the Bid Response 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:

I. Changes to RFB Cover Sheet as follows:

- Replace Bid Submission Day/ Date and time :
 - Tuesday – October 28, 2008
 - 1:30 P.M. (Bids received after this time will be returned unopened)

- Replace Bid Opening Day/ Date and Time:
 - Tuesday – October 28, 2008
 - 1:30 P.M. (Bids received after this time will be returned unopened)

 - Sealed bids will be accepted until **1:30 P.M on Tuesday – October 28, 2008, at the Boone County Purchasing Office, 601 E. Walnut, 2nd Floor, Columbia, Missouri, 65201.** Bids received after the above specified time for acceptance will be returned to the sender unopened.

 - Bids will be publicly opened after **1:30 PM on Tuesday – October 28, 2008 in the Boone County Commission Chambers, Boone County Government Center, 801 E. Walnut, Columbia, MO 65201.**

II. Add to RFB Bid Response 2.7.8.1:

- Minimum discount for all product lines introduced after inception of the contract, and all existing lines not specified herein:
_____ %

This addition allows us to purchase off of the winning contractor's product line at a specified discount though the items may not be listed in the Bid Response.

By: _____
Tyson Boldan, Buyer
Boone County Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 52-23OCT08 – Inmate Detention Supplies Term & Supply, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Authorized Representative Signature: _____

Date: _____

Authorized Representative Printed Name: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 18th day of December 20 08

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

Now on this day the County Commission of the County of Boone does hereby software maintenance agreement with i/tx of Delhi, Iowa, for the SI-3000 Mugshot System at the Sheriff's Department. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 18th day of December, 2008.

ATTEST:

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

absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner



SI-3000 SYSTEM

SOFTWARE SUPPORT AGREEMENT RENEWAL

THIS AGREEMENT made this day of January 1, 2009 is by and between *information technology solutions, inc.*, an Iowa corporation ("*i/t^x*") And **Boone Co. Sheriff's Dept**, a jurisdiction organized under the laws of the state of, Missouri, hereinafter referred to as "JURISDICTION".

1. DEFINITIONS.

The following terms as defined below are used throughout this AGREEMENT:

(a) "UPDATES": Any revised and/or corrected versions of SI-3000 provided under this AGREEMENT;

(b) "UPGRADES": Any enhanced and/or improved versions of SI-3000 provided under this AGREEMENT and released after the execution of this AGREEMENT.

(c) "LICENSED SOFTWARE": SI-3000 provided under this AGREEMENT. LICENSED SOFTWARE shall not include any operating systems such as DOS, Windows, Novell, Banyan Vines Local Area Networks, Wide Area Networks, PC Support, RUMBA or any other operating systems or related software.

(d) "DOCUMENTATION": Specifications for the Licensed Software, pre-installation instruction documents, user manuals and other written or electronic instructions (such as product bulletins) related to the use of the LICENSED SOFTWARE.

(e) "SMA": The *i/t^x* Software Maintenance Agreement

1. Coverage

Subject to the terms of this Software Maintenance Agreement (hereinafter "SMA"), *i/t^x* provide support services as described in Section 2 (the "Support Services") to JURISDICTION for the SI-3000 LICENSED SOFTWARE

If *i/t^x* elects to make Updates or Upgrades to the LICENSED SOFTWARE, such Updates or Upgrades shall be provided solely in accordance with the SMA. Absent such SMA, *i/t^x* shall have no obligation to provide JURISDICTION with available Updates or Upgrades to the LICENSED SOFTWARE.

2. SUPPORT SERVICES SUPPORT SERVICES include:

(a) "STANDARD SUPPORT SERVICES", which consist of consultations, assistance and similar SUPPORT SERVICES by telephone in connection with the use and operation of the Licensed Software;

(b) "ANNUAL MAINTENANCE", which includes providing to JURISDICTION Updates and Upgrades to the LICENSED SOFTWARE that *i/t^x* in its discretion makes available and new and/or revised versions of the applicable operator's guides;

(c) "PERSONNEL TRAINING SERVICES" are provided by *i/t* via dial up for JURISDICTION's personnel to learn and understand the LICENSED SOFTWARE; and

(d) "PROGRAMMING SERVICES", which includes programming analysis at *i/t*'s facility or other location selected by *i/t*, including JURISDICTION's facility.

Associated costs for services are located under Section 4 - Fees.

3. **EXCLUSIONS.**

i/t shall have no obligation under this SMA to support:

(a) Altered, damaged or modified LICENSED SOFTWARE or any portion of the LICENSED SOFTWARE incorporated with or into other software;

(b) Software not supplied by *i/t*

(c) LICENSED SOFTWARE problems caused by JURISDICTION's negligence, abuse or misapplication, use of the LICENSED SOFTWARE other than as specified in the DOCUMENTATION or other causes beyond the control of *i/t*;

(d) LICENSED SOFTWARE installed on any hardware that exceeds the number of workstations purchased. JURISDICTION currently has installed the following software licenses and Modules:

SI-Admin Module
SI- Screen Scrape
SI-Photo Imaging Module
Photo Capture Station(s) – 1 License(s)
View Station(s) Dedicated –2 License(s)
Output Generator – 1 License(s)
SI-Enterprise Manager (SI-EMM) – 10 Concurrent

(e) Hardware-related problems.

Further, *i/t* shall have no obligation to provide ANNUAL MAINTENANCE, PERSONNEL TRAINING SERVICES or PROGRAMMING SERVICES, unless such services are purchased at the rates set forth in this Section (4) Fees.

JURISDICTION shall be responsible for registering with all manufacturers applicable warranty cards for the LICENSED SOFTWARE.

4. **FEES**

JURISDICTION shall pay *i/t* the applicable fees as set forth below for the services provided:

(a) "STANDARD SUPPORT SERVICES". Provides telephone SUPPORT SERVICES by *i/t*'s Help Desk during the normal business hours of 8:00 a.m. to 5:00 p.m. (CST or

CDST, as applicable) Monday through Friday, except holidays. Includes service for Updates and Upgrades to the LICENSED SOFTWARE

(b) "STANDARD SUPPORT SERVICES AND ANNUAL MAINTENANCE".
\$10,007.64 for the period beginning January 1, 2009 and ending December 31, 2009.

(c) "ADDITIONAL SERVICES". The following ADDITIONAL SERVICES are provided at the following rates, which are guaranteed for the initial term of this SMA. Such rates do not include travel and living expenses, which will be billed to JURISDICTION for payment within thirty (30) days of receipt of *it*'s invoice.

Services	
Personnel Training Services	\$1000 per day
Programming Services	\$125 per hour
Integration Services	\$125 per hour

5. PAYMENT

(a) Payment of the annual fees for STANDARD SUPPORT SERVICES, and ANNUAL MAINTENANCE shall be made prior to the commencement of the initial term or the subsequent annual term to which they relate, as applicable.

(b) Charges for PERSONNEL TRAINING SERVICES and PROGRAMMING SERVICES, which may be provided pursuant to this SMA, shall be paid by JURISDICTION within thirty (30) days of receipt of *it*'s invoice.

(c) In the event that JURISDICTION fails to make payments or terminates the SMA pursuant to Sections (d) and (f), and such payment is not received within ten (10) days of such payment date, *it* may, at its option, cancel or suspend the provision of any services or products to JURISDICTION, whether pursuant to this or any other agreement between *it* and JURISDICTION, until such charges have been paid. If *it* decides, at its option, to reinstate this SMA, JURISDICTION must first pay *it* any fees due, plus all labor and related costs to bring JURISDICTION up to current level of licensed software and, at *it*'s option, *it*'s current reinstatement charge (currently the unpaid pro-rata portion plus 50% fee).

6. TERMS AND TERMINATION.

This SMA shall become effective upon receipt by *it* of the Annual Maintenance Fee provided on the Maintenance Agreement Invoice and shall continue for one (1) full year from the date of the receipt, installation or previous expiration date, whichever is applicable. The agreement shall be automatically renewed for successive similar periods subject to the receipt by *it* of the Annual Maintenance renewal authorization in effect at the time of renewal, provided that the Customer is not in default. *it* may change the fees payable under the SMA at the end of the initial and each succeeding one-year term by giving written notice to CITY within thirty (30) days prior to the end of the term. This amount will not exceed 5% of the previous year's fee. In addition to any other rights under this Agreement, either party may terminate this Agreement at any time of giving thirty (30)

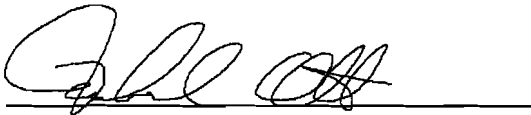
days prior written notice to the other party, and the unused portion of the maintenance will be refunded (except as otherwise noted)

7. LIMITATION OF LIABILITY

it's liability for damages from any cause of action whatsoever relating to *it*'s agreement to provide SMA services hereunder shall be limited to the amount paid by JURISDICTION for such services for the applicable year. *it*'s liability shall be further limited as provided in the LICENSE AGREEMENT.

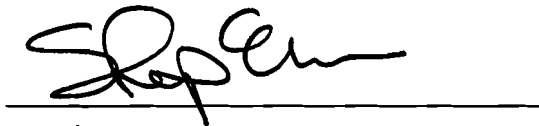
THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. THE LICENSED SOFTWARE AND ALL MATERIALS RELATED TO THE LICENSED SOFTWARE ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE LICENSE AGREEMENT. THIS AGREEMENT IS AN EXTENSION OF THE LICENSE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT

information technology systems, inc.
"it"



Michael Ott
Vice President

Commissioner
Boone Co Sheriff's Dept.



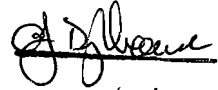
Title Assoc. Commissioner

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.

Jane Kitchford by JK 12/12/08
Auditor Date

2902-70050 #10,007.64

APPROVED AS TO
LEGAL FORM

DATE: 2/9/2008

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 18th day of December 20 08

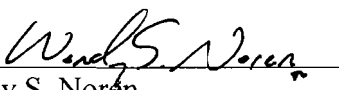
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Mail Services Postage:

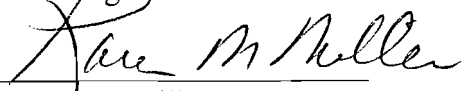
Department	Account	Department Name	Account Name	Decrease	Increase
1123	86800	Emergency & Contingency	Emergency	\$23,600.00	
1194	22000	Mail Services	Postage		\$22,400.00
1194	23000	Mail Services	Office Supplies		\$340.00
1194	71100	Mail Services	Outside Services		\$860.00

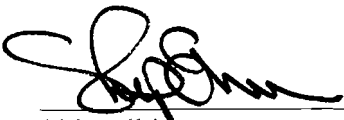
Done this 18th day of December, 2008.

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.

December Session of the October Adjourned Term. 20 08

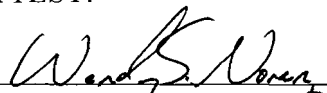
In the County Commission of said county, on the 18th day of December 20 08


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

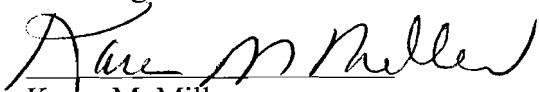
Now on this day the County Commission of the County of Boone does hereby approve the purchase of Imaging System Backup Hardware and a Shared PC for Internet Research. Said purchases shall be made from budget savings from PC Replacement.

Done this 18th day of December, 2008.

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



BOONE COUNTY

Department of Information Technology

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

801 E. Walnut, Room 221

Columbia, MO 65201-4890

573-886-4315

Aron Gish

Director

December 18th, 2008

TO: Ken Pearson, Presiding Commissioner
 Karen Miller, District I Commissioner
 Skip Elkin, District II Commissioner

FROM: Aron Gish, IT Director

SUBJECT: Purchase Approval - 08 Budget Savings of \$2,494.00
 From PC Replacement

Imaging System Backup Hardware

iClient Hardware Interface for tape backup	\$1,395.00
SCSI cable	\$ 130.00
FedEx Shipping Charges	\$ 67.25

Prosecuting Attorney – Shared PC for Internet Research

HP d5800 PC	\$ 440.00
HP L1950g LCD Monitor	\$ 189.00
AntiVirus License	\$ 65.00

Total	\$2,286.25
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 08


In the County Commission of said county, on the 18th day of December 20 08


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

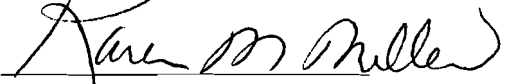
Now on this day the County Commission of the County of Boone does hereby waive and set aside the "administrative fee" associated with Commission Order 332-2008 wherein the Commission made a Finding of Public Nuisance and Order for Abatement regarding 1800 Prathersville Road, Lot 96, Parcel #12-417-19-02-085.00 01.

Done this 18th day of December, 2008.

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.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 18th day of December 20 08


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 a Mobile File System for the Prosecuting Attorney's Office:

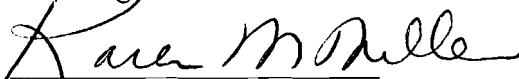
Department	Account	Department Name	Account Name	Decrease	Increase
1123	86800	Emergency & Contingency	Emergency	\$31,660.00	
1196	91100	Records Management Services	Furniture & Fixtures		\$31,660.00

Done this 18th day of December, 2008.

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.

December Session of the October Adjourned Term. 20 08

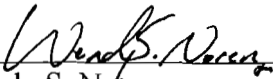
In the County Commission of said county, on the 18th day of December 20 08


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

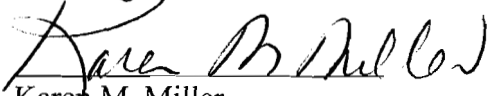
Now on this day the County Commission of the County of Boone does hereby approve the agreement for Medical Examiner services with the Curators of the University of Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 18th day of December, 2008.

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

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 2009, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, for and on behalf of the University of Missouri Health Sciences Center, Department of Pathology & Anatomical Sciences (hereinafter referred to as the "University") and BOONE COUNTY, MISSOURI, a political subdivision of the State of Missouri (hereinafter referred to as the "County".)

WITNESSETH

WHEREAS the County requires the services of physicians to perform the duties of County Medical Examiner for Boone County, and support services for the office of Medical Examiner; and

WHEREAS the University has available the services of a physician licensed in the State of Missouri and board certified in forensic pathology, and capability to provide support services:

NOW THEREFORE, it is mutually agreed as follows:

1. The University will make a physician licensed as above available to the County to perform the services of County Medical Examiner. This service shall be provided by Dr. Chris Stacy, M.D.
2. The University shall provide support services per Addendum A attached.
3. The term of this agreement shall be for a period of 12 months commencing on the 1st day of January 2009 and ending on the 31st day of December, 2009.
4. Either the University or the County may terminate this agreement by giving 30 days prior written notice.
5. The County shall pay the University at the rate detailed in Addendum B for the services provided. The sum shall be paid in equal monthly installments of \$16,448.33.
6. The County shall provide Medical Examiner Coverage under it's Public Official Errors and Omissions insurance policy; however, the County does not warrant that such policy will provide medical malpractice coverage or agree to indemnify for such claims.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the day and year stated above.

THE CURATORS OF THE UNIVERSITY OF MISSOURI



Lisa J. Wimmenauer
Assoc. Director, Business Services


BOONE COUNTY, MISSOURI



By:



By:

APPROVED AS TO LEGAL FORM

DATE: 11/21/2008

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.

June Pitchford by KK 12/17/2008
Auditor Date

1280-71101/86300/91200 #197,380.00

APPROVED AS TO LEGAL FORM
KM 10/27/08



9100746A

BOONE CTY
MED EXAMINER SVCS

BUSINESS SERVICES
MUCV8 10/23/08

ADDENDUM A

This addendum defines the Medical Examiner Support Services that provide a Chief Death Investigator to supervise services for Boone County and the duly appointed Boone County Medical Examiner in the performance of duties of such office as prescribed by law.

1. Provision and supervision of adequate qualified personnel to provide death investigation services in Boone County under the direction of the Medical Examiner 365 days per year, 24 hours per day.
2. Death investigation services including, but not limited to, taking telephone reports of deaths, scene investigations and arrangement for body transport conducted under policies and procedures established by the Medical Examiner; handling and maintaining bodies and personal effects before and after external examination or autopsy under policies and procedures established by the Medical Examiner; assisting the Medical Examiner in the conduct of autopsies as directed by the Medical Examiner, preparation of required regulatory reports in connection with deaths as required by the Medical Examiner, and performing such other duties as the Death Investigator shall be authorized, or required to perform by the Medical Examiner in the performance of his/her duties in office.
3. Supply office materials and supplies, utilities, training, telephones, cell phones, pagers, and answering service.
4. Calls/pages for body removal shall be answered within fifteen (15) minutes, at which time arrangements will be made regarding location and removal of the body.
5. Provide direction and arrangements for the proper transportation.
6. Ensure that all bodies transported pursuant to this agreement shall be properly identified with the deceased person's name, if known.
7. Comply with all applicable standards and requirements adopted by the Board of Health.
8. Dispose of all disposable supplies and bio-hazardous materials used in, or remaining from, transporting deceased individuals in a manner consistent with OSHA guidelines and all other applicable environmental codes, statutes, resolutions and ordinances of the United States, The State of Missouri, Boone County, Missouri, and the City of Columbia, Missouri.
9. Provide morgue facilities and equipment suitable for the performance and conduct of autopsies and for the refrigerated storage of bodies necessary for the satisfactory performance of the duties of the office of Medical Examiner.
10. Provide administrative and office support for the office of the Medical Examiner, including maintenance and administration of the Medical Examiner's annual budget, maintenance and preparation of statistics, reports and such other secretarial and clerical services, as are required by and budgeted for the Medical Examiner.

11. The University shall be responsible for all expenses and overhead necessary in performing the obligations of Medical Examiner Support Services, including all office and administrative expenses, payroll, employee benefits, and employer required taxes and contributions for employees hired by the Contractor
12. The University, under the direction of the Medical Examiner, shall keep all official records as required by law and subject to any lawful privilege of confidentiality or other lawful privilege, make such records available to the Boone County Commission, Boone County Auditor, any independent outside auditor appointed by the County for internal audit purposes and to the general public under applicable open meetings and records law.
13. The University shall provide quarterly reports to the county in order to track services provided.

Addendum B

14. The University will bill Boone County, the annual sum of \$197,380.00 for all services performed by the Medical Examiner's office.
- i. This shall include services of licensed physician described in section one to serve as Medical Examiner; Medical Examiner Office Support services (Death Investigator, Forensic technician, clerical staff, etc..) \$151,626.00
 - ii. All related testing & services, i.e. x-rays, toxicology, etc. \$25,000.00
 - iii. Facility Charge as agreed upon capital charge applicable in years 2007-2011. \$20,754.00
- b. Monthly billing will be \$16,448.33



Department of Pathology
& Anatomical Sciences

University of Missouri-Columbia

M263 Medical Science Building
DC055.07
One Hospital Drive
Columbia, MO 65212

PHONE 573-882-1201
FAX 573-884-4612

November 12, 2008

RE: Boone County ME Contract:

Dear June:

Included are 2 original signed contracts for the period of 1/1/09 – 12/31/09. Please return one signed original in the enclosed envelope. Thanks!

Sincerely,

Danny Fuemmeler
Business Manager
Pathology and Anatomical Sciences

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 18th day of December 20 08

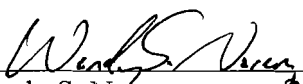
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby appoint the following to the Columbia/Boone County Rain Garden Advisory Committee for one year terms beginning January 1, 2009, and ending December 31, 2009:

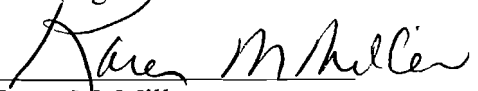
- Jim Boillot
- Jennifer Grabner
- Charles Laun
- Nancy Langworthy
- Kent Shannon

Done this 18th day of December, 2008.

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



Missouri River Communities Network

Reconnecting People with their Natural Heritage

December 10, 2008

Commissioner Ken Pearson
Commissioner Karen Miller
Commissioner Skip Elkin
Boone County Commission
801 East Walnut, Room 143
Columbia, MO 65201-7733

Staff

RE: Columbia/Boone County Rain Garden Advisory Committee

Dear Boone County Commissioners:

I have enclosed a list of the Boone County citizens who have volunteered to represent Boone County on the Rain Garden Advisory Committee. I am also including copies of the brief application that each one of them completed explaining why they are interested in serving on the committee.

I would appreciate it if the Commissioners would officially appoint these citizens to the Boone County Rain Garden Advisory Committee. I am happy to come to one of your commission meetings and make a presentation about this project if you have an interest. We will also be inviting Scott Hamilton of the Boone County Planning Department and Georganne Bowman with the Boone County Public Works Department to attend this meeting as resource people.

We have tentatively scheduled the first Columbia/Boone County Rain Garden Committee meeting for Tuesday, January 6th, in the Boone County Commission Chambers at 6:00PM in the evening. Please consider this letter as an invitation to the Boone County Commissioners to attend this meeting.

Thank you for your support of rain gardens in Boone County and for helping citizens to protect our streams by promoting, designing and installing rain gardens in residential and commercial settings.

Sincerely,

Steve Johnson
Executive Director
Missouri River Communities Network

12/10/08:

Per conversation
w/ Steve Johnson, one
year terms are
acceptable.
jsapp

Columbia/Boone County Citizen's Rain Garden Planning Group
Contact Information for Boone County Citizens

Jim Boillot
7400 N Ballew Rd.
Hallsville, MO 65255
696-0515,

Jennifer Grabner,
3301 E. Edwards Rd.
Ashland, MO 65010
573-657-9105, jkgrabner@yahoo.com

Charles Laun,
4849 East St. Charles Rd.
Columbia, MO 65201
474-6967, claun01@aol.com,

Nancy Langworthy,
7301 N. Boothe Lane
Rocheport, MO 65279
573-874-2463, nancylangworthy@hotmail.com,

Kent Shannon,
Boone County Extension Center
University of Missouri Extension
1012 N. Highway UU
Columbia, MO 65203
445-9792, shannond@missouri.edu

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the

18th

day of December

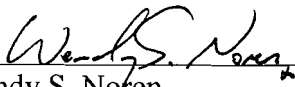
20 08

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

Now on this day the County Commission of the County of Boone does hereby declare its intention to work with the City of Columbia and Columbia Public Schools to develop a set of policies and ordinances for the Safe Community Initiative as attached.

Done this 18th day of December, 2008.

ATTEST:



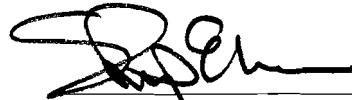
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

YOUTH AND COMMUNITY GOALS FOR 2009

DEVELOP A SET OF POLICIES/ORDINANCES – SAFE COMMUNITY INITIATIVE

“LOCAL GOVERNMENTS WORKING TOGETHER TO MAKE OUR COMMUNITY SAFER AND PROVIDE GREATER OPPORTUNITY FOR OUR YOUTH”

GOALS:

- A. REDUCE YOUTH CRIME : CURFEW AND CONSEQUENCES MANUEL
- B. INCREASE SCHOOL ATTENDANCE: TRUANCY ENFORCEMENT
- C. INCREASE YOUTH INVOLVEMENT- YOUTH COMMISSION
- D. LONG TERM: GREATER TARGETED INTERVENTION AND OPPORTUNITIES FOR AT RISK YOUTH

A) REDUCE YOUTH CRIME:

- I. CURFEW: THE GOAL IS TO IDENTITY YOUTH WHO MAY NEED ADDITIONAL COMMUNITY SERVICES, NOT AS AN STRICT ENFORCEMENT TACTIC
 - i. CONVENE A JOINT MEETING BETWEEN THE CITY, COUNTY, LAW ENFORCEMENT, COURTS AND JUVENILE OFFICE TO ESTABLISH CRITERIA FOR A CURFEW.
 - NEED TO ESTABLISH
 - a) TIME PERIODS
 - b) AGES
 - c) FINES/COMMUNITY SERVICE- YOUTH AND PARENTS
 - d) PENALTIES
 - e) PROCESS TO DIRECT CHILDREN TO ADDITIONAL COMMUNITY SERVICES
- II. CONSEQUENCES MANUEL: GOAL IS TO INFORM YOUTH AND PARENTS OF THE CONSEQUENCES OF A FORMAL ARREST AND INVOLVEMENT WITH THE BOONE COUNTY JUVENILE SYSTEM
 - i. CONVENE A JOINT MEETING BETWEEN THE CITY, COUNTY, COUNTY PROSECUTING ATTORNEY AND JUVENILE OFFICE
 - ii. DISCUSS WITH THE SCHOOL ADMINISTRATION THE NEED TO PRESENT THIS INFORMATION TO STUDENTS
 - NEED TO ESTABLISH (MODEL PRESENTATION AFTER THE MIAMI DADE COUNTY CONSEQUENCES MANUEL)
 - a) AGE APPROPRIATE INFORMATION FOR EACH TARGET GROUP IN MIDDLE SCHOOL, JUNIOR HIGH SCHOOL, HIGH SCHOOL
 - b) DEVELOP A DELIVERY MECHANISM THAT INTERESTS THE STUDENTS.
 - SKITS, MUSIC, PEER INVOLVEMENT

-
- B) INCREASE SCHOOL ATTENDANCE: INCREASE TRUANCY ORDINANCES/POLICIES
- I. GOAL IS TO ENCOURAGE GREATER ACCOUNTABILITY FOR PARENTS WHO FAIL TO PROVIDE PROPER EDUCATION FOR THEIR CHILDREN
- i. CONVENE A MEETING WITH THE SCHOOL BOARD, SCHOOL ADMINISTRATION, PROSECUTING ATTORNEY AND LAW ENFORCEMENT
- NEED TO ESTABLISH CRITERIA FOR INTERVENTION
 - a) ENFORCE STATE STATUTE, INCLUDING FINES AND INCARCERATION
 - b) INVOLVEMENT WITH SOCIAL SERVICES FOR EDUCATIONAL NEGLECT
- C) REINSTITUTE THE CITY OF COLUMBIA'S YOUTH ADVISORY COMMISSION
- I. GOAL IS TO ENCOURAGE PARTICIPATION OF YOUTH IN OUR COMMUNITY TO PROVIDE GUIDANCE TO THE GOVERNMENT LEADERS
- i. CONVENE A MEETING WITH THE YOUTH GROUPS TO DETERMINE THE CRITERIA FOR MEMBERSHIP AND OBJECTIVES
- NEED TO ESTABLISH
 - a) NUMBER OF PARTICIPANTS BOTH YOUTH AND ADULT
 - b) LENGTH OF TERM
 - c) WAYS TO ATTRACT STUDENTS FROM THE TARGETED "AT RISK" GROUP
 - d) WAYS TO RETAIN MEMBERSHIP
 - e) SHOULD THIS BE AN ONGOING COMMISSION OR A SPECIAL COMMISSION
-