

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

8th

day of

September

2020

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

Now on this day, the County Commission of the County of Boone does hereby award bid 26-16JUL20 – Glock-17 Gen 5 and Glock-19 Gen 5 Pistols and Magazines for the Boone County Sheriff's Department to Kiesler Police Supply of Jeffersonville, Indiana.

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

Done this 8th day of September 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: 08/04/20
RE: Award of RFB 26-16JUL20 – Glock-17 Gen 5 and Glock-19 Gen 5 Pistols and Magazines for the Boone County Sheriff's Department

Request for Bid 26-16JUL20 for Glock-17 Gen 5 and Glock-19 Gen 5 Pistols and Magazines for the Boone County Sheriff's Department received two bids. The bids were evaluated by Captain Gary German, Sergeant Mike Perkins, and Brandon Weber, Investigator for the Boone County Sheriff's Department.

The cost evaluation was conducted by the Purchasing Department and reviewed by the Sheriff's Department. The recommendation for award is to the lowest and best bid offered by Kiesler Police Supply of Jeffersonville, Indiana that includes acquisition of the pistols and magazines with quoted trade-in pricing. Trade-in pricing will be deducted from acquisition pricing for the final award amount.

The contract period will run from August 1, 2020 through January 31, 2021.

Once trade-in pricing is deducted from new acquisition costs for the Glocks and magazines, there is a positive balance the County owes Kiesler Police Supply for the Glocks. Some of this will be off-set by trade-in funds realized from the trade-in of unused ammunition awarded to Gulf States Distributors under RFB 27-16JUL20 for Speer Gold Dot 124+P Bonded 9mm Ammunition. Still a budget amendment is needed to reflect the required revenue and to provide approval for increased spending.

Payments will be made from the following Department/Account codes:

- 1251 - Sheriff/23850 – Minor Equipment and Tools: \$15,392.00
- 1255 - Corrections/23850 – Minor Equipment and Tools: \$2,538.00

/lp

Attachment: Cost Evaluation

**PURCHASE AGREEMENT
FOR
GLOCK-17 GEN 5 AND GLOCK-19 GEN 5 PISTOLS AND MAGAZINES**

THIS AGREEMENT dated the 8th day of September 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Kiesler Police Supply, 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 **Glock 17 Gen 5 and Glock 19 Gen 5 Pistols and Magazines**, County of Boone Request for Bid, bid number **26-16JUL20** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Certification Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions, as well as the Contractor's bid response dated **July 14, 2020**, executed by **Brittany A.L. Girdler** 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 the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Purchase Agreement, and the Request for Bid including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Certification Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period - The initial contract period shall be the **August 1, 2020 through January 31, 2021**.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following Glock 17 Gen 5 and Glock 19 Gen 5 Pistols and Magazines.

Glock 17 Gen 5 and Glock 19 Gen 5 Pistols and Magazines	
4.10.1 Glock 17 Pistol Gen 5 Black, Includes AmeriGlo Bold night sights (W80 front sight) and with 3 Glock magazines Quantity: 85	\$428.50/Each Firm and Fixed
4.10.2 Glock 19 Pistol Gen 5 Black, Includes AmeriGlo Bold night sights (W80 front sight) and with 3 Glock magazines Quantity: 10	\$428.50/Each Firm and Fixed
4.10.3 Glock 17 Magazine Holds 17 Rounds Price per each Glock magazine Quantity: 220	\$18.00/Each Firm and Fixed

4. Trade-In Credit: The amount of credit shall be deducted from the acquisition price for the ammunition. The County shall pay the resulting reduced amount.

Total Quantity (QTY) or Lot	Description	<u>Per Each Case Trade-In Deduction/Credit</u>	<u>TOTAL Deduction/Credit = (Per Each X's QTY)</u>
1	Glock 22 Gen2 with 3 magazines	\$287.50	\$287.50
44	Glock 22 Gen3 with 3 magazines	\$287.50	\$12,650.00
34	Glock 22 Gen4 with 3 magazines	\$287.50	\$9,775.00
14	Glock 23 Gen4 with 3 magazines	\$287.50	\$4,025.00

5. Delivery – The Contractor agrees to deliver ordered product to the Boone County Sheriff's Department within 90-120 calendar days after receipt of order. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB Destination, Freight Prepaid and Allowed.

6. Warranty – A one-year standard manufacturer warranty shall apply to commence upon the County's acceptance of ordered product.

7. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department. 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 calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

8. 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.

9. 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 in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not

in conformity with bidding specifications or variances authorized by County, or
c. If appropriations are not made available and budgeted for any calendar year.

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

KIELSER POLICE SUPPLY, INC.

BOONE COUNTY, MISSOURI

by DocuSigned by:
Brittany A. Girdler
title Bid Specialist

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

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
County Counselor

DocuSigned by:
Brianna L. Lennon
Brianna Lennon, County Clerk

AUDITOR CERTIFICATION

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

1251/23850: \$15,392.00; 1255/23850: \$2,538.00

DocuSigned by:
[Signature] _____ 9/2/2020 _____
Signature Date Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000.00, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



4. Vendor's Response and Pricing Pages

The bidder shall complete the following as indicated below and submit said completed form with the bid response.

The bidder bid response should identify the Request for Bid number and the bid opening due date and time.

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

-
- 4.1. Company Name: Kiesler Police Supply, Inc.
- 4.2. Address: 2802 Sable Mill Road
- 4.3. City/Zip: Jeffersonville, IN 47130
- 4.4. Phone Number: 812-288-5740
- 4.5. Fax Number: 812-284-8008
- 4.6. Contact Name and E-Mail Address to receive documents for electronic signature in *DocuSign*: Brittany A.L. Girdler bgirdler@Kiesler.com
- 4.7. Federal Tax ID or Social Security #: 35-1361847
- 4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with

- 3.7. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, and in terms of cost to the County as well as other factors stated in the RFB.
- 3.7.1. The cost evaluation shall be conducted by multiplying the quoted price per item by the respective estimated volume for that line item. The subtotals from all extended line item prices shall be added together to develop a total price. Any trade-in pricing shall be applied to the overall total. The resulting total price will be used to compare bids. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate optional items, if deemed necessary.
- 3.7.2. Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.8. Validity of Bid and Pricing: The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.9. Right to Reject, Waive Informalities, and/or Clarify Bids: Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.10. Sovereign Immunity: The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.
- 3.11. Description of Products Being Bid to County: The vendor is advised to submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor.
- 3.11.1. It is the vendor's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure that the product meets the County's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the vendor to provide assurance that the product bid meets specifications.

Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):

Brittany A. L. Girdler

4.8.2. Type or Print Signed Name:

Brittany A. L. Girdler

4.8.3. Today's Date: 7/14/2020

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

 Yes X No

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

4.10. **PRICING:**

The bidder must bid all items by indicating a price or indicating "No Charge." All pricing shall be firm and fixed. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). Only the identified Glock brand and identified model will be accepted.

Pricing Line Item	Item Description	Estimated Quantity	Firm, Fixed Total <u>Price Per Each</u> for the Initial/First Contract Period
4.10.1.	Glock 17 Pistol Gen 5 Black, Includes AmeriGlo Bold night sights (W80 front sight) and with 3 Glock magazines Price per each pistol as described above	85	\$ <u>428.50</u> each
4.10.2.	Glock 19 Pistol Gen 5 Black, Includes AmeriGlo Bold night sights (W80 front sight) and with 3 Glock magazines	10	\$ <u>428.50</u> each

	Price per each pistol as described above		
4.10.3.	Glock 17 Magazine Holds 17 Rounds Price per each Glock magazine	220	\$ 18. ⁰⁰ each

4.10.4. TRADE-IN DEDUCTION/CREDIT:

The County has the following Glock pistols for trade. The vendor has the option of offering a trade-in for one, some or all of the following. The trade shall include the complete identified quantity for the described lot of pistols or magazines, and it shall be firm and fixed:

	Total Quantity (QTY) or Lot	Description	Per Each Trade-In Deduction/Credit	TOTAL Deduction/Credit = (Per Each X's QTY)
4.10.4.1	1	Glock 22 Gen2 with 3 magazines	\$ 287.50	\$ 287.50
4.10.4.2	44	Glock 22 Gen3 with 3 magazines	\$ 287.50	\$ 12,650. ⁰⁰
4.10.4.3	34	Glock 22 Gen4 with 3 magazines	\$ 287.50	\$ 9,775. ⁰⁰
4.10.4.4	14	Glock 23 Gen4 with 3 magazines	\$ 287.50	\$ 4,025. ⁰⁰
4.10.4.5	390	Glock 22 15-Round Magazines	\$ Bidding on bid	\$ #27-16Jul20

4.11. **Delivery:** The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: 90-120 calendar days ARO.

4.12. **Warranty:**

The vendor should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.

Warranty on Parts: Factory

Warranty on Labor: Factory

4.13. **Contact Information:** Provide the name and contact information of the Single Point of Contact at the vendor's business that will serve as the County's primary contact for all transactions under the contract:

Liz Palazzolo

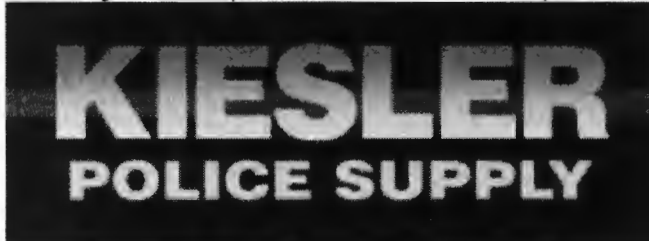
From: Brittany Girdler <bgirdler@kiesler.com>
Sent: Thursday, July 16, 2020 12:56 PM
To: Liz Palazzolo
Subject: Bid 26-16JUL20 Glock 17 Gen5 & Glock 19 Gen5 Pistols and Magazines - Kiesler Police Supply Response
Attachments: Bid 26-16JUL20 Glock 17Gen5 & Glock19Gen5 Pistols and Magazines -Kiesler Response.pdf

Hello,

I hope you are staying safe and healthy! Please see the attached response from Kiesler Police Supply for bid number 26-16JUL20.

Thank you

Brittany Girdler | Law Enforcement Bid Specialist



bgirdler@kiesler.com | www.kiesler.com

office 812.288.5740 x 1164 | **fax** 812.284.8008



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[KIESLER COVID-19 UPDATE](#)



Request for Bid (RFB)

**Boone
County
Purchasing**

613 E. Ash Street, Room 109
Columbia, MO 65201
Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 – Fax: (573) 886-4390
Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **26-16JUL20**

Commodity Title: **Glock-17 Gen 5 and Glock-19 Gen 5 Pistols and
Magazines**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING
DEPARTMENT**

Bid Submission Address and Deadline

Day / Date: **Thursday, July 16, 2020**
Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Direct Bids To: **E-Mail Responses Only – See Below:**

The County is allowing submission of bids via e-mail during the COVID-19 pandemic. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Liz Palazzolo, Senior Buyer
lpalazzolo@boonecountymo.org

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

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

Bid Opening

Day / Date: **Thursday, July 16, 2020**

Time: **Shortly after the Bid Submission Deadline Stated Above**

Bid Tabulation – available on-line

<https://www.showmeboone.com/purchasing/bids/>

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions and Evaluation**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

County of BoonePurchasing Department**1. Introduction and General Conditions of Bidding**

- 1.1. INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by e-mailed bid response by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.
- 1.1.1. The County requests bids for provision of new **Glock 17 Gen 5 and Glock 19 Gen 5** pistols for the Boone County Sheriff's Department as further specified in greater detail in Section 2.
- 1.1.2. **Brand Specific Requirement:** The County requires only the Glock 17 Gen 5 and the Glock 19 Gen 5 pistols be bid. Other brands will be deemed unacceptable. The Sheriff's Department in coordination with the Boone County Firearms Committee has conducted prior testing and has determined the named pistols be purchased.
- 1.1.3. **Trade-In:** The Boone County Sheriff's Department has the following pistols and magazines for trade. Any trade-in pricing submitted shall be subtracted from the quoted acquisition price to determine the actual pay-out price the Sheriff's Department will pay for the new pistols.

Quantity	Description
1	Glock 22 Gen2 with 3 magazines
44	Glock 22 Gen3 with 3 magazines
34	Glock 22 Gen4 with 3 magazines
14	Glock 23 Gen4 with 3 magazines
390	Glock 22 15-Round Magazines (Note: these same magazines are also offered for trade on RFB 27-XXJUL20; the County is determining the best trade-in option by offering the same equipment on the two RFB's.)

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 RFB 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/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the "successful bidder" who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

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

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a "Request for Bid." A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.

1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder's failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum 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 bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.

- 1.4.1. The County prefers to award all items to one vendor, or to group items and award to a few multiple vendors, but it reserves the right to award items on an item-by-item basis and to award to multiple vendors, as determined to be in the County's best interests.
- 1.4.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
- 1.5. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.
- 1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the RFB, including any addenda;
 - 3) the provisions of the Vendor's Response, including any clarification.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. **SCOPE OF WORK**

- 2.1. **General Requirements:** The contractor shall provide the following new 9X19mm semi-automatic Glock 17 Gen 5 and Glock 19 Gen 5 pistols in the identified quantities upon order by the County. All pistols shall be black and each pistol shall be equipped with three (3) magazines manufactured by Glock for the respective Glock pistol, i.e., the Glock 17 shall be equipped with three (3) 17-round Glock magazines and the Glock 19 shall be equipped with three (3) 15-round Glock magazines. All pistols shall be packed in their original Glock case. Remanufactured or refurbished pistols shall be unacceptable and rejected. The contractor shall provide the following:
 - 2.1.1. Eighty-five (85) Glock 17 Gen 5 pistols each with an AmeriGlo Bold night sight (W80 front sight);
 - 2.1.2. Ten (10) Glock 19 Gen 5 pistols each with an AmeriGlo Bold night sight (W80 front sight);
 - 2.1.3. A total two hundred twenty (220) additional Glock 17 magazines, i.e., additional to the three provided with each Glock pistol.
- 2.2. **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.
- 2.3. **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.

2.4.

Return of Goods: The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.

2.5.

Warranty: The contractor shall provide the standard manufacturer's warranty to the County. During the warranty period, the contractor shall replace any defective pistol or magazine that fails to meet identified requirements at no additional cost to the County. The warranty shall commence upon delivery and acceptance of the pistol(s) or magazines by the County.

2.6.

Delivery: The contractor shall deliver new Glocks and Glock magazines within thirty (30) calendar days of receipt of the order from the County, or as otherwise indicated on the Vendor Response and Pricing Pages. Delivery shall be FOB Destination Freight Prepaid and Allowed. Delivery shall be sent to the Boone County Sheriff's Department 2121 County Dr., Columbia, MO 65202.

2.6.1

Shipment of Traded Pistols and Magazines: The County shall be responsible for boxing and shipping traded pistols and magazines to the contractor. Traded pistols shall be shipped after receipt of new pistols. Shipment costs for traded pistols shall be mutually agreed between the County and the contractor; in no event will the County pay more than actual shipment value in the event the County bears the expense for shipping.

2.7.

Billing and Payment: Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.

2.7.1.

No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

2.7.2.

As applicable to ordered product, an itemized written invoice(s) shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202.

2.7.3.

Pricing: Contract pricing shall be considered firm and fixed for the entirety of the initial/original contract period.

2.7.4.

All prices shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.8.

Trade-In Credit: If a trade-in credit is awarded, then the amount of credit shall be deducted from the acquisition price for the pistols and magazines. The County shall pay the resulting reduced amount.

- 2.9. **Estimated Quantities:** The quantities indicated in this Request for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The County makes no guarantees about single order quantities or total aggregate order quantities.
- 2.10. **Contract Period:** The contract period shall be from **Date of Award through Six (6) Months**. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.
- 2.11. **Contract Extension:** The contractor shall agree that 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 end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.
- 2.12. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.
- 2.13. The contractor shall agree to adhere to any and all applicable federal, state, and local laws, rules and requirements pertaining to the purchase and sale of firearms.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 3.1 **Response Content:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. **All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein.** Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 **Submittal of Responses:** Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Address and Deadline." **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries.
- 3.2.1. Submittal: Submit the completed bid to the e-mail address indicated on page 1.
- 3.2.2. Advice of Award: The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at <https://www.showmeboone.com/purchasing/bids/>
- 3.3. **Bid Opening:** On the date and time and at the location specified on the title page under "Bid Opening," all bid tabulations will be posted for public notice after bid-opening.
- 3.4. **Removal From Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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.
- 3.5. **Response Clarification:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- 3.5.1. **Rejection or Correction of Responses:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.6. **Evaluation Process:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

Contact Name: Brittany A.L. Girdler

Address: 2802 Sade Mill Rd., Jeffersonville, IN 47130

Phone#/E-Mail Address: 812-288-5740 / bgirdler@Kiesler.com

Hours of Access: Monday - Friday 8am - 5pm EST

End of Vendor Response and Pricing Pages – Other Forms Follow – Please Continue

(Please complete and return with the bid response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

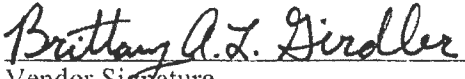
The undersigned certifies, to the best of his or her knowledge and belief, that:

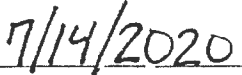
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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


Vendor Signature


Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Clark)
) ss
State of Indiana)

My name is Brittany A.L. Girdler I am an authorized agent of Kiesler
Police Supply (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 to this affidavit.**

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



Christina Fleming
Clark County
Commission Number 640460
Expiration Date 12-11-2020

Brittany A.L. Girdler 7/15/20
Affiant Date

Brittany A.L. Girdler
Printed Name

Subscribed and sworn to before me this 14 day of July, 2020.

Christina Fleming
Notary Public

Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.

N/A - Bidding as a corporation

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- ___ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- ___ 2. I do not have the above documents, but provide an affidavit (copy attached - see following page) which may allow for temporary 90-day qualification.
- ___ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



N/A

Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

"No Bid" Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If the vendor does not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 26-16JUL20 – Glock 17 Gen5 and Glock 19 Gen5 Pistols and Magazines

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:



Company ID Number: 731421

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Kiesler Police Supply, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 731421

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



Company ID Number: 731421

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



Company ID Number: 731421

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer



Company ID Number: 731421

may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).



Company ID Number: 731421

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time



Company ID Number: 731421

of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form



Company ID Number: 731421

I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.



Company ID Number: 731421

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (paid for at employer expense).
7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS



Company ID Number: 731421

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity



Company ID Number: 731421

regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 731421

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Kiesler Police Supply, Inc.	
Joseph Chambers	
Name (Please Type or Print)	Title
Electronically Signed	11/26/2013
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	11/26/2013
Signature	Date
Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Kiesler Police Supply, Inc.
Company Facility Address:	2802 Sable Mill Road
	Jeffersonville, IN 47130
Company Alternate Address:	
County or Parish:	CLARK
Employer Identification Number:	351361847



Company ID Number: 731421

North American Industry Classification Systems Code:	423
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <ul style="list-style-type: none"> • INDIANA 1 site(s) 	

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

Name:	Joseph A Chambers	Fax Number:	(812) 288 - 7560
Telephone Number:	(812) 288 - 5740 ext. 120		
E-mail Address:	tchambers@klesler.com		
Name:	Jeffrey G Blain	Fax Number:	(812) 288 - 7560
Telephone Number:	(812) 288 - 5740 ext. 122		
E-mail Address:	jeff@klesler.com		
Name:	Nancy I Wimsatt	Fax Number:	(812) 288 - 7560
Telephone Number:	(812) 288 - 5740 ext. 138		
E-mail Address:	nwimsatt@klesler.com		



Welcome
Alvin Wicke

Company
Kiesler Police Supply, Inc.

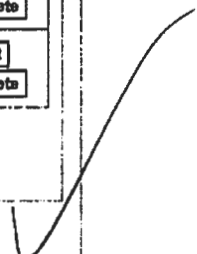
User ID
AWICKE59

Points of Contact Summary List

You are viewing items 1-3 of 3

Last Name	First Name	Middle Name	Phone Number	Fax Number	Email Address	Last Updated User Name	Last Updated Date	
Blain	Jeffrey	G	(812) 288 - 5740 ext. 122	(812) 288 - 7560	jeff@kiesler.com	APPLICANTREG	11/29/2013	<input type="button" value="Edit"/> <input type="button" value="Delete"/>
Ferguson	Christna	G	(812) 288 - 5740 ext. 1248	(812) 288 - 7560	cferguson@kiesler.com			<input type="button" value="Edit"/> <input type="button" value="Delete"/>
Wicke	Al	L	(812) 288 - 5740 ext. 1185	(812) 288 - 7560	awicke@kiesler.com			<input type="button" value="Edit"/> <input type="button" value="Delete"/>

Previous Next Page 1 of 1. Go to Results per page



AW
2/19/20



Last Login: 02/10/2020 08:37 AM



Sales Quote

KIESLER POLICE SUPPLY
 2802 SABLE MILL RD
 JEFFERSONVILLE, IN 47130

Bill-to Customer
 BOONE COUNTY SHERIFF'S DEPARTMENT
 DETECTIVE BRANDON WEBER
 2121 EAST COUNTY DRIVE
 COLUMBIA, MO 65202

Ship-to Address
 BOONE COUNTY SHERIFF'S DEPARTMENT
 ATTN: DETECTIVE BRANDON WEBER
 2121 EAST COUNTY DRIVE
 COLUMBIA, MO 65202

Your Reference
 Bill-to Customer No. L75437
 Tax Registration No.

Salesperson ALAN
 Email
 Home Page
 Phone No.

No. Q109297
 Document Date January 21, 2020
 Due Date February 20, 2020
 Payment Terms
 Payment Method
 Tax Identification Type Legal Entity
 Shipment Method

BID# (RFB) 26-16JUL20 GLOCK 17 AND GLOCK 19 GEN 5 PISTOLS AND MAGAZINES DUF BY EMAIL 7/16/2020

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER NOTE	BID# (RFB) 26-16JUL20 GLOCK 17 AND GLOCK 19 GEN 5	1	EACH	0.00	0
KIESLER NOTE	DROP SHIPPING IS FREE FROM GLOCK 90-120 DAYS ARO	1	EACH	0.00	0
KIESLER NOTE	****ADDITIONAL TRADE WEAPONS WILL BE GIVEN A SEPERATE VALUE-TRADE VALUE GIVEN IS BASED ON EQUAL AMOUNTS OF NEW GUNS BOUGHT**** (95) NEW (93) TRADE PAYING \$141.00EA FOR QTY 93 PAYING \$428.50 FOR QTY 2	1	EACH	0.00	0
PART NUMBER	GLOCUA175S3F02AB GLOCK 17 GEN5 9MM PISTOL BLACK, FS, AMERIGLO BOLD NIGHT SIGHTS W80 FRONT SIGHT (.180) 5.5LB LE WITH 3 MAGS EACH (AREEE - SPR APPROVED)	85	EACH	428.50	36,422.5
PART NUMBER	GLOCUA195S3F02AB GLOCK 19 GEN5 9MM PISTOL BLACK, FS, AMERIGLO BOLD NIGHT SIGHTS W80 FRONT SIGHT (.180) 5.5LB LE WITH 3 MAGS EACH (AREEE - SPR APPROVED)	10	EACH	428.50	4,285
GLOC39326	GLOCK 17 GEN5 9MM 17RD MAGAZINE, BLACK, PLATE 01, FOLLOWER ORANGE (CHEE)	79	EACH	18.00	3,960
TRADE IN ALLOWANCE	(79)GLOCK G-22, GEN2, GEN3, & GEN4, .40CAL PISTOLS (14)GLOCK G-23, GEN 4 W/GLOCK NIGHT SIGHTS & 3 MAGS EACH 16+ YEARS WITH CURRENT PISTOL (LALKE - KIESLER)	93	EACH	-287.50	-26,737.5
KIESLER TRADE GUNS	PLEASE NOTE: KIESLER POLICE SUPPLY ONLY ACCEPTS TRADE IN FIREARMS IN LEGAL,WORKING CONDITION. FIREARMS THAT ARE BROKEN,DEFECTIVE,WITH MISSING OR AFTERMARKET MAGS WILL BE RETURNED OR REDUCED IN PRICE-\$10.00 PER MAG &-\$15.00 FOR NON WORKING NIGHT SIGHTS-ANY ILLEGAL FIREARM	1	EACH	0.00	0



No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
	(INCLUDING SAWED OFF BARREL & NO SERIAL NUMBERS.ETC) WILL NOT BE ACCEPTED!! DO NOT SHIP!!!!				
KIESLER TRADE GUNS 2	PLEASE NOTE: 1. TRADE-IN AGENCY DUTY FIREARMS THAT HAVE BEEN ALTERED IN ANY WAY, SHAPE, OR FORM FROM ORIGINAL FACTORY SPECS CAN BE SUBJECT TO REFUSAL OR CREDIT DEDUCTION. 2. TRADE-IN AGENCY DUTY FIREARMS THAT ARE NOT MODEL, VARIANT, OR GENERATION SPECIFIED BY AGENCY ON ORIGINAL QUOTE CAN BE SUBJECT TO REFUSAL OR CREDIT DEDUCTION.	1	EACH	0.00	0
FORMAT BRITTANY	QUOTED BY BRITTANY GIRDLER KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS BGIRDLER@KIESLER.COM	1	EACH	0.00	0
Amount Subject to Sales Tax				0.00	
Amount Exempt from Sales Tax				17,930.00	
Subtotal					17,930.00
Total Tax					0.00
Total \$ Incl. Tax					17,930.00
Tax Amount					0.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-1M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee.

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.



Request for Bid (RFB)

**Boone
County
Purchasing**

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymmo.org

Bid Data

Bid Number: **26-16JUL20**

Commodity Title: **Glock-17 Gen 5 and Glock-19 Gen 5 Pistols and
Magazines**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING
DEPARTMENT**

Bid Submission Address and Deadline

Day / Date: **Thursday, July 16, 2020**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Direct Bids To: **E-Mail Responses Only – See Below:**

The County is allowing submission of bids via e-mail during the COVID-19 pandemic. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Liz Palazzolo, Senior Buyer
lpalazzolo@boonecountymmo.org

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

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

Bid Opening

Day / Date: **Thursday, July 16, 2020**

Time: Shortly after the Bid Submission Deadline Stated Above

Bid Tabulation – available on-line

<https://www.showmeboone.com/purchasing/bids/>

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions and Evaluation**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by **e-mailed bid response** by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.
- 1.1.1. The County requests bids for provision of new **Glock 17 Gen 5 and Glock 19 Gen 5 pistols** for the Boone County Sheriff's Department as further specified in greater detail in Section 2.
- 1.1.2. **Brand Specific Requirement:** The County requires only the Glock 17 Gen 5 and the Glock 19 Gen 5 pistols be bid. Other brands will be deemed unacceptable. The Sheriff's Department in coordination with the Boone County Firearms Committee has conducted prior testing and has determined the named pistols be purchased.
- 1.1.3. **Trade-In:** The Boone County Sheriff's Department has the following pistols and magazines for trade. Any trade-in pricing submitted shall be subtracted from the quoted acquisition price to determine the actual pay-out price the Sheriff's Department will pay for the new pistols.

Quantity	Description
1	Glock 22 Gen2 with 3 magazines
44	Glock 22 Gen3 with 3 magazines
34	Glock 22 Gen4 with 3 magazines
14	Glock 23 Gen4 with 3 magazines
390	Glock 22 15-Round Magazines (Note: these same magazines are also offered for trade on RFB 27-XXJUL20; the County is determining the best trade-in option by offering the same equipment on the two RFB's.)

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 RFB 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/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

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

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymo.org.

1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum 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 bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County’s needs as interpreted by the County.

- 1.4.1. The County prefers to award all items to one vendor, or to group items and award to a few multiple vendors, but it reserves the right to award items on an item-by-item basis and to award to multiple vendors, as determined to be in the County's best interests.
- 1.4.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
- 1.5. **CONTRACT EXECUTION**: This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.
- 1.5.1. **Precedence**: In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the RFB, including any addenda;
 - 3) the provisions of the Vendor's Response, including any clarification.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS**: The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. **SCOPE OF WORK**

- 2.1. **General Requirements**: The contractor shall provide the following new 9X19mm semi-automatic Glock 17 Gen 5 and Glock 19 Gen 5 pistols in the identified quantities upon order by the County. All pistols shall be black and each pistol shall be equipped with three (3) magazines manufactured by Glock for the respective Glock pistol, i.e., the Glock 17 shall be equipped with three (3) 17-round Glock magazines and the Glock 19 shall be equipped with three (3) 15-round Glock magazines. All pistols shall be packed in their original Glock case. Remanufactured or refurbished pistols shall be unacceptable and rejected. The contractor shall provide the following:
- 2.1.1. Eighty-five (85) **Glock 17 Gen 5** pistols each with an AmeriGlo Bold night sight (W80 front sight);
- 2.1.2. Ten (10) **Glock 19 Gen 5** pistols each with an AmeriGlo Bold night sight (W80 front sight);
- 2.1.3. A total two hundred twenty (220) additional Glock 17 magazines, i.e., additional to the three provided with each Glock pistol.
- 2.2. **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.
- 2.3. **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.

2.4.

Return of Goods: The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.

2.5.

Warranty: The contractor shall provide the standard manufacturer's warranty to the County. During the warranty period, the contractor shall replace any defective pistol or magazine that fails to meet identified requirements at no additional cost to the County. The warranty shall commence upon delivery and acceptance of the pistol(s) or magazines by the County.

2.6.

Delivery: The contractor shall deliver new Glocks and Glock magazines within thirty (30) calendar days of receipt of the order from the County, or as otherwise indicated on the Vendor Response and Pricing Pages. Delivery shall be FOB Destination Freight Prepaid and Allowed. Delivery shall be sent to the Boone County Sheriff's Department 2121 County Dr., Columbia, MO 65202.

2.6.1

Shipment of Traded Pistols and Magazines: The County shall be responsible for boxing and shipping traded pistols and magazines to the contractor. Traded pistols shall be shipped after receipt of new pistols. Shipment costs for traded pistols shall be mutually agreed between the County and the contractor; in no event will the County pay more than actual shipment value in the event the County bears the expense for shipping.

2.7.

Billing and Payment: Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.

2.7.1.

No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

2.7.2.

As applicable to ordered product, an itemized written invoice(s) shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202.

2.7.3.

Pricing: Contract pricing shall be considered firm and fixed for the entirety of the initial/original contract period.

2.7.4.

All prices shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.8.

Trade-In Credit: If a trade-in credit is awarded, then the amount of credit shall be deducted from the acquisition price for the pistols and magazines. The County shall pay the resulting reduced amount.

- 2.9. Estimated Quantities: The quantities indicated in this Request for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The County makes no guarantees about single order quantities or total aggregate order quantities.
- 2.10. Contract Period: The contract period shall be from **Date of Award through Six (6) Months**. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.
- 2.11. Contract Extension: The contractor shall agree that 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 end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.
- 2.12. Contract Documents: The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.
- 2.13. The contractor shall agree to adhere to any and all applicable federal, state, and local laws, rules and requirements pertaining to the purchase and sale of firearms.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 3.1 Response Content: It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 Submittal of Responses: Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries.
- 3.2.1. Submittal: Submit the completed bid to the e-mail address indicated on page 1.
- 3.2.2. Advice of Award: The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at <https://www.showmeboone.com/purchasing/bids/>
- 3.3. Bid Opening: On the date and time and at the location specified on the title page under "Bid Opening," all bid tabulations will be posted for public notice after bid-opening.
- 3.4. Removal From Vendor Database: If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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.
- 3.5. Response Clarification: The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- 3.5.1. Rejection or Correction of Responses: The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.6. Evaluation Process: The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.7. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, and in terms of cost to the County as well as other factors stated in the RFB.
- 3.7.1. The cost evaluation shall be conducted by multiplying the quoted price per item by the respective estimated volume for that line item. The subtotals from all extended line item prices shall be added together to develop a total price. Any trade-in pricing shall be applied to the overall total. The resulting total price will be used to compare bids. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate optional items, if deemed necessary.
- 3.7.2. Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.8. Validity of Bid and Pricing: The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.9. Right to Reject, Waive Informalities, and/or Clarify Bids: Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.10. Sovereign Immunity: The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.
- 3.11. Description of Products Being Bid to County: The vendor is advised to submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor.
- 3.11.1. It is the vendor's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure that the product meets the County's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the vendor to provide assurance that the product bid meets specifications.



4. Vendor's Response and Pricing Pages

The bidder shall complete the following as indicated below and submit said completed form with the bid response.

The bidder bid response should identify the Request for Bid number and the bid opening due date and time.

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

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Contact Name and E-Mail Address to receive documents for electronic signature in *DocuSign*: _____

4.7. Federal Tax ID or Social Security #: _____

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with

	Price per each pistol as described above		
4.10.3.	Glock 17 Magazine Holds 17 Rounds Price per each Glock magazine	220	\$

4.10.4. TRADE-IN DEDUCTION/CREDIT:

The County has the following Glock pistols for trade. The vendor has the option of offering a trade-in for one, some or all of the following. The trade shall include the complete identified quantity for the described lot of pistols or magazines, and it shall be firm and fixed:

	Total Quantity (QTY) or Lot	Description	Per Each Trade-In Deduction/Credit	TOTAL Deduction/Credit = (Per Each X's QTY)
4.10.4.1	1	Glock 22 Gen2 with 3 magazines	\$	\$
4.10.4.2	44	Glock 22 Gen3 with 3 magazines	\$	\$
4.10.4.3	34	Glock 22 Gen4 with 3 magazines	\$	\$
4.10.4.4	14	Glock 23 Gen4 with 3 magazines	\$	\$
4.10.4.5	390	Glock 22 15-Round Magazines	\$	\$

4.11. **Delivery:** The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: _____ calendar days ARO.

4.12. Warranty:

The vendor should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.

Warranty on Parts: _____

Warranty on Labor: _____

4.13. **Contact Information:** Provide the name and contact information of the Single Point of Contact at the vendor's business that will serve as the County's primary contact for all transactions under the contract:

Contact Name:

Address:

Phone#/E-Mail Address:

Hours of Access:

End of Vendor Response and Pricing Pages – Other Forms Follow – Please Continue

(Please complete and return with the bid response)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

Name and Title of Authorized Representative

Signature

Date

(Please complete and return with the bid response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Vendor Signature

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If the vendor does not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 26-16JUL20 – Glock 17 Gen5 and Glock 19 Gen5 Pistols and Magazines

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

September Session of the July Adjourned

Term. 2020

In the County Commission of said county, on the 8th day of September 2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the request to add an additional 400 hours to the temporary, part-time, Intern pool position in the Prosecuting Attorney's Office, position 950. The County Commission does hereby authorize an appropriation of \$4,800.00 for the salary of said position. These hours are in addition to the 500 hours previously authorized in Commission Order 113-2020.

Done this 8th day of September 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 2020

In the County Commission of said county, on the 8th day of September 2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description via assignment to the Boone County Collector, assignee of the owner of record, in the amount of \$9,530.71.

It is further ordered the Boone County Commissioners are hereby authorized to sign said summary order.

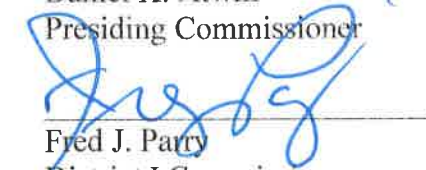
Done this 8th day of September 2020.

ATTEST:

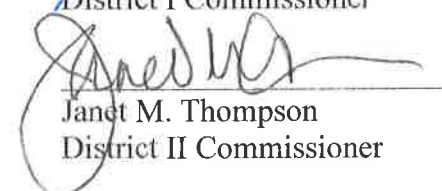
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Commission Order:

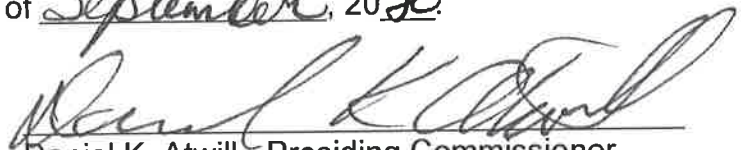
Now on this day the Boone County Commission takes up the disposition of the **2020** tax sale surplus relating to **Parcel 12-703-00-03-027.00:**

Pursuant to RSMo §140.230 the Commission is authorized to approve claims for any tax sale surplus being held by the County Treasurer associated with the County Collector's annual tax sale as part of a redemption or after the expiration of the applicable redemption period. In this instance, an owner of record at the time the subject property went to tax sale was **Bonnie J. McBride** per the vesting deed at Book 1532, Page 497 Boone County Records and the Court Order recorded at Book 2732, Page 172 Boone County Records. **Bonnie J. McBride** has assigned the tax sale surplus to the Boone County Collector as part of the redemption of the property as the owner of record. The other documentation which supports this claim is made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to his office and made a part of this record, is satisfied that **Bonnie J. McBride**, an owner of record, is entitled to assign the total surplus of **\$9,530.71** to the Boone County Collector as part of the redemption of the subject property and recommends the Commission approve the same.

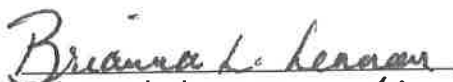
NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of the surplus via assignment to **the Boone County Collector, assignee of the owner of record**, in the amount of **\$9,530.71** in a manner mutually-agreed to by the County Collector and County Treasurer, in order to facilitate the redemption of the subject property pursuant to RSMo §140.340.


Done this 08th day of September, 2020.


Daniel K. Atwill - Presiding Commissioner

ATTEST:


Fred J. Parry - District I Commissioner


Brianna L. Lennon
Boone County Clerk *JB*


Janet M. Thompson - District II Commissioner



**ASSIGNMENT OF TAX SURPLUS TO BOONE COUNTY COLLECTOR
FOR REDEMPTION PURPOSES**

Parcel #: 12-703-00-03-027.00

Sec 31 T49 R12

4001 Citation Dr

L27 Belmont Village Plat No. 2 as shown by Plat Book/Page 27/19

Owner(s) of Record: McBride Bonnie J

Current Mailing address: 4001 Citation Dr. Columbia MO 65201

SSN: [REDACTED] Driver's License / State ID Number: [REDACTED]

Pursuant to the provisions of RSMo Sec. 140.230 the undersigned, the publicly recorded owner or owners of record of the subject property sold at the **2020** delinquent tax sale auction which took place on **August 24, 2020**, wish to assign the tax sale surplus in the amount of **\$9,530.71** currently being held by the Boone County Treasurer to the Boone County Collector as part of my redemption of the subject property. I understand that I have a priority right to use these tax sale surplus funds for my redemption efforts only for the first one-year period following the delinquent tax sale auction; or, until the tax sale purchaser acquires a Collector's Deed. I understand that I must remit the appropriate sums to the Boone County Collector in addition to the surplus to accomplish this redemption. I hereby authorize the Boone County Treasurer to remit to the County Collector, on my behalf and for my account, the tax sale surplus as part of my owner's redemption efforts pursuant to which I desire to redeem the above-described property.

Bonnie Jean McBride-Cason
Bonnie Jean McBride-Cason

STATE OF MISSOURI)
)ss
COUNTY OF BOONE)

SUBSCRIBED and sworn to before me a notary public, this 28th day of August, 2020

CRYSTAL DESILVA
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires: May 11, 2024
Commission # 16620450

[Signature]

Notary Public

Crystal Desilva 8/28/2020
Collector's Office received by and date



Tom Darrough
Boone County Treasurer

SURPLUS CLAIM

NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, Bonnie J McBride, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus of \$9,530.71 resulting from the tax certificate sale conducted by the Boone County Collector on August 24, 2020. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
- The Boone County Treasurer processes surplus claims without charge
- Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
- The claim may not be approved as submitted, and additional information might be requested

Parcel: 12-703-00-03-027.00
Land Description: 4001 Citation Dr

Current mailing address:

4001 Citation Dr

<u>Columbia</u>	<u>MO</u>	<u>65202-4515</u>
City	State	Zip

Current mailing address (if second different than first party):

_____	_____	_____
City	State	Zip

Social Security Number: _____	Social Security Number: _____
Driver's License/State ID Number: _____	Driver's License/State ID Number: _____
Daytime Telephone Number(s): <u>573-808-4923</u>	Daytime Telephone Number(s): _____

SHERRY McBRIDE 573 823.9767

All parties must sign and notarize on following page.

BOONE COUNTY GOVERNMENT CENTER
 801 EAST WALNUT STREET, ROOM 205
 COLUMBIA, MISSOURI 65201
 (573) 886-4365
 FAX (573) 886-4369
 TREASURER@BOONECOUNTYMO.ORG
 WWW.SHOWMEBOONE.COM/TREASURER



Tom Darrough
Boone County Treasurer

Bonnie Jean McBride Cren
Signature

8/28/2020
Date

State of Missouri
County of Boone

On this 28 day of AUGUST in the year 2020, before me, the undersigned notary public, personally appeared BONNIE MCBRIDE, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Julie M Crouch

JULIE M CROUCH
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires: Sept. 15, 2021
Commission # 13888963

Notary Public

Signature

Date

State of _____
County of _____

On this ____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.
YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).
Once paperwork is received and verified a check will be issued and mailed to address above.

BOONE COUNTY GOVERNMENT CENTER
801 EAST WALNUT STREET, ROOM 205
COLUMBIA, MISSOURI 65201
(573) 886-4365
FAX (573) 886-4369
TREASURER@BOONECOUNTYMO.ORG
WWW.SHOWMEBOONE.COM/TREASURER

Property Information

Property Location (Situs Address)	4001 CITATION DR
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Legal Description <u>FB</u> Initial if legal description matches description on delinquent statements. If not, explain discrepancies in Additional Info.	BELMONT VILLAGE PLAT 2 LOT 27 RECEIVED MAY 20 2020 BOONE COUNTY COLLECTOR
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Vesting Deed

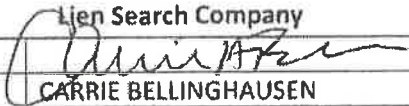
Name of Owner(s)	MCBRIDE BONNIE J
Address	4001 CITATION DR., COLUMBIA MO 65202-4515
Title Taken By	WARRANTY DEED
Date of Deed	5/24/1999
Date Recorded	6/2/1999 8:01:50 AM
Book/Page	1532/497
Address Correction	

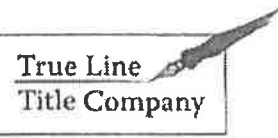
Open Deed(s) of Trust

First Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Second Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Lien Search Company

Signature of Searcher	
Searcher (print)	CARRIE BELLINGHAUSEN
Date Searched	05/13/2020



Additional Liens

Special Assessments	
Tax Bill #	
Address	

Federal Tax Liens	
Date	
Address	

State Tax Liens	
Date	
Address	

Mechanics Liens	
Date	
Address	

Judgments	
Date	
Address	
Case #	

Other (Lis Pendens, Bankruptcies, etc)	
Date	
Address	
Case #	

Additional Information

ORDER OF COMPLETE SETTLEMENT RECORDED IN BOOK 2732 PAGE 172



GENERAL WARRANTY DEED

497

Filed for record Document No. 13826 in Book 1532 Page 497 at 8:01:50 AM on June 2, 1999 in Boone Co. Mo. Bertie Johnson, Recorder of Deeds

THIS DEED, Made and entered into this 24th day of May, 1999, by and between HU/QI ANNY HUONXAY HU, H/W and QI HU AND YUNYU XI, HUSBAND AND WIFE party or parties of the first part of BOONE County, State of Missouri, grantor(s) and THOMAS CASON AND BONNIE J. MCBRIDE, Two Single People party or parties of the second part of BOONE County, State of Missouri, grantee(s). Grantee's Mailing Address is 4001 Citation, Columbia, MO 65202

WITNESSETH, that the said party or parties of the first part, in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said party or parties of the second part the following described Real Estate, situated in the County of BOONE, State of Missouri, to-wit:

LOT TWENTY-SEVEN (27) OF BELMONT VILLAGE PLAT NO.2 AS SHOWN BY PLAT RECORDED IN PLAT BOOK 27, PAGE 19, RECORDS OF BOONE COUNTY, MISSOURI.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD THE SAME, together with all the rights, immunities, privileges, and appurtenances thereunto belonging unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 1999 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

HU/QI ANNY HUONXAY HU, H/W QI HU

YUNYU XI, H/W

STATE OF MISSOURI } COUNTY OF BOONE } ss

On this 24th day of May, 1999, before me personally appeared HU, QI AND YUNYU XI, H/W

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in COLUMBIA Missouri, the day and year first above written.

My term expires the 24 day of May, 1999

Teresa Boveia signed



STATE OF MISSOURI) COUNTY OF BOONE) ss.

Document No. 13826



I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 2nd day of June, 1999 at 8 o'clock and 01:50 minutes AM and is truly recorded in Book 1532 Page 497.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS by Kellee Barnes deputy



Recorded In Boone County, Missouri

Date and Time: 05/26/2005 at 04:42:05 PM

Instrument #: 2005014159 Book 2732 Page 172

Grantor CASON, THOMAS ESTATE JR

Grantee CASON, THOMAS ESTATE JR

Instrument Type ODR

Recording Fee \$30.00 E

No of Pages 4

Bettie Johnson
Bettie Johnson, Recorder of Deeds



**RECORDER OF DEEDS CERTIFICATE
BOONE COUNTY, MISSOURI
EXEMPT DOCUMENT**

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Bettie Johnson
Recorder of Deeds
801 E Walnut, Room 132
Columbia, Missouri 65201
573-886-4345

THIS PAGE HAS BEEN RECORDED AS THE FIRST PAGE OF YOUR DOCUMENT—DO NOT REMOVE THIS PAGE

IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI
PROBATE DIVISION

CERTIFICATE OF TRUE COPY

STATE OF MISSOURI } ESTATE OF THOMAS CASON, JR.
 } SS ESTATE NUMBER 04PR164097
COUNTY OF BOONE }

I, Beverly Steelman, Clerk of the Probate Division of the Circuit Court in and for Boone County, hereby certify that the attached is a true copy of the original

ORDER OF COMPLETE SETTLEMENT

as the same appears on file and of record in the office of said Court.

WITNESS my hand and seal of said Court. Done at office in Columbia, Missouri, this MAY 24, 2005.

BEVERLY STEELMAN
PROBATE DIVISION CLERK

BY Lori Jones
Lori Jones, Deputy Clerk



IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI
PROBATE DIVISIONIn the Estate of:
Thomas Cason, Jr.,
DeceasedEstate Number:
04PR164097ORDER OF COMPLETE SETTLEMENT

On March 7, 2005, the Court takes up for consideration the Petition for an Order of Complete Settlement and the Statement of Account filed on February 7, 2005 by the Independent Personal Representative of the above-captioned estate.

The Court finds that due notices of the filing of said Petition for Order of Complete Settlement and Statement of Account were published according to law and were duly mailed to all persons entitled to such notice by mail and that due proof thereof has been filed herein, and that no objections to such settlement or petition have been filed and the time allowed for such filing has expired.

The Court finds that this estate is in a condition to be closed and that all claims have been paid.

The Statement of Account, showing that the Independent Personal Representative has collected and disbursed property of decedent and has on hand \$359.55 in cash and other personal property valued at \$3,225.00 has been audited and is hereby approved by the Court.

The Court finds that there was due publication, according to law, of notice of the letters granted herein to the aforesaid Personal Representative and that the first publication of such Notice was on December 10, 2004 and that such Notice was sent by ordinary mail by the Clerk of this Court to the persons entitled thereto, due proof of such publication and mailing having been filed herein.

The Court finds and adjudges that the decedent, being at the time of his/her death, a resident of Boone County, Missouri, died on December 7, 2003 ;
And

That decedent left no will; that the only heirs at law of said decedent at said date of death were the following-named persons whose interests in the estate of the decedent are as set forth on the next page:

WHEREFORE, the Court orders that the personal property remaining in the hands of the Personal Representative after satisfaction of any allowances and orders herein made, be distributed as follows:



Distributee	Relationship or Article of Will	Interest	Personal Property to which Each Distributee is Entitled
Bonnie McBride Cason	Surviving Spouse	100%	All

The Court further finds that decedent owned at the time of death, the following described real property, to-wit:

And it is further ordered by the Court that the foregoing described real property and the title thereto, subject to any lawful disposition thereof heretofore made, be and the same are hereby assigned, transferred and distributed to, and the title thereto vested in, as of the date of death of decedent, in the following-named persons in their respective interests as hereinafter set forth:

TRACT NUMBER 1 of the Real Property described in the Inventory filed with the Court: Lot Twenty-Seven (27) of Belmont Village Plat No. 2 as shown by Plat recorded in Plat Book 27, Page 19, Records of Boone County, Missouri.

Distributee	Relationship or Article of Will	Interest
Bonnie McBride Cason	Surviving Spouse	100%

It is further ordered by the Court that all other real and personal property owned by the decedent at the time of death, subject to any lawful disposition thereof heretofore made, be and the same are hereby assigned, transferred and distributed to and the title thereto vested in the aforesaid Bonnie McBride Cason

Residuary Distributees

Heirs at Law

in the respective proportionate interests as above set forth.

It is further ordered by the Court that upon distribution by the Independent Personal Representative of the personal property as herein directed and filing of final receipts of distributees, the Independent Personal Representative will be discharged from further claim or demand of any interested person.



Judge

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

8th

day of

September

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Off-System Bridge Replacement and Rehabilitation/Surface Transportation Program Utility Agreement between Boone County and Boone Electric Cooperative.

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

Done this 8th day of September 2020.

ATTEST:

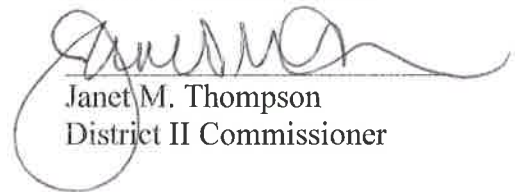
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Route CART RD. 401
County BOONE
Project No. BRO-B010(19)

**BOONE COUNTY
OFF-SYSTEM BRIDGE REPLACEMENT AND
REHABILITATION / SURFACE TRANSPORTATION PROGRAM
UTILITY AGREEMENT – LUMP SUM**

THIS AGREEMENT is entered into by the Boone County (hereinafter, "County") and Boone Electric Cooperative, Inc. (hereinafter, "Company").

WITNESSETH:

WHEREAS, the Congress of the United States has authorized, in the Federal-Aid Highway Act, 23 U.S.C. §144, the Secretary of Transportation to grant funds to states for projects for the replacement and rehabilitation of toll-free public roadways/bridges which are not part of any Federal-Aid System and which are under the jurisdiction of and maintained by a public authority and are open to public travel; and

WHEREAS, the "County" desires to replace/rehabilitate a certain roadway/bridge, more specifically described as Project No. BRO-B010(19), Route CART RD. 401., Bridge No. 40100041, Hartsburg Bottom Road over Hart Creek. Said improvement is to be designed and constructed in compliance with the provisions of 23 U.S.C. §144 and applicable federal directives.

*WHEREAS, in order to improve said highway in accordance with said plans, it will be necessary to adjust certain facilities now located on private easement of the "Company" in order to maintain the present services of said "Company", such changes being generally shown in legend on plan marked Exhibit "A", and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) USE OF RIGHT OF WAY: The County grants to the "Company" the right to use the right of way within any existing roadway or other public way which is under the jurisdiction of County as may be necessary to construct and maintain the "Company" facility shown in Exhibit "A"

(2) COMPLY WITH FEDERAL AID POLICY GUIDE (FAPG): The "Company" agrees that the detail plan and estimate of cost for the required adjustment of the "Company" facilities have been prepared in accordance with FAPG 23 CFR 645A and

any amendments which by reference are made a part of this Agreement. The "Company" also agrees that the work will be performed in accordance with said regulation.

(3) COMMENCEMENT AND COMPLETION OF WORK: After approval of the detail plan and estimate of cost and upon notification by the County, the "Company" will commence, without unnecessary delay, to make changes to its facilities. The "Company" will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the roadway contractor. The "Company" agrees to provide a written estimated time schedule of its planned work and a written notification to the County engineer at least five (5) days prior to beginning the work. If the "Company" falls behind in its work schedule, it shall submit a revised work schedule to the County's engineer. The "Company" will make every effort to get back on schedule and complete its work. The "Company" has an affirmative duty to cooperate and coordinate its activities with those of the roadway contractor. The contractor has a contractual requirement to cooperate and coordinate its activity with the "Company" and other utility companies on this project.

(4) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the "Company" agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the County's engineer or his/her representative and having approval of the County and Federal Highway Administration PRIOR to the performance of the work, as set out in FAPG 23 CFR 645A.

(5) BACKFILL: The "Company" agrees to compact backfill of all excavation within the roadway limits in accordance with the Project Specifications and/or the Missouri Standard Specifications for Highway Construction, current edition, or as approved by the County's engineer. The bridge contractor is responsible for removing two existing power poles and backfilling the holes.

(6) CONDITION OF RIGHT OF WAY: Upon completion of the work provided in this Agreement, the "Company" shall remove all leftover materials and debris resulting from the work and leave the right of way in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material.

(7) SAFETY DEVICES: At all times when work is being performed by the "Company" under such conditions as will affect traffic on the public streets or roadways, "Company" will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

(8) COST: The total cost of the utility work required for the roadway project is estimated to be \$ 15,573.26.

It is agreed, upon the County's approval of the Company's plan and estimate, the County will promptly pay the Company in the amount of \$ 11,059.68 at the completion of the temporary relocation of the overhead electric line, and \$4,513.58 at the completion of the permanent relocation of the overhead electric line, no more or no less.

(9) PERMIT REQUIREMENT: The "Company" shall obtain a permit from Missouri Department of Transportation Permit Department, in that areas MoDOT District Office, should any of the intended work be located on a MoDOT route or right of way prior to adjusting or relocating its property from, within, or onto the Commission's right of way. The permit shall be signed by an authorized MoDOT representative.

(10) COUNTY REPRESENTATIVE: The County's engineer is designated as the County's representative for the purpose of administering the provisions of this Agreement.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The "Company" shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Boone County, Missouri.

(13) ASSIGNMENT: The "Company" shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the County.

(14) COOPERATION: When the "Company" relocation work is being done concurrent with the County's roadway contractor operation, the "Company" agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility companies working on the project.

(15) ROADWAY IMPROVEMENT INFORMATION: The County agrees to furnish the "Company" all necessary information on the roadway/bridge improvement in order to properly carry out the utility relocation. Known hazardous waste sites will be identified on the right of way.

(16) WORK CANCELED: If the County instructs the "Company" not to proceed with the work, the County shall reimburse the "Company" for the County's percentage share of the "Company" costs incurred prior to the date the work is canceled, as allowed pursuant to FAPG 23 CFR 645A. The "Company" shall promptly return to the County any funds in excess of those actually incurred prior to the date the work is canceled.

07/29/2020 5:53:22 am

Work Order Estimate Summary

Work Order: 2011878

Open Date: 06/08/2020

Project:

Revision: 0

Staked By:

Map Location: 44-18-0-000-003-00

Desc: Engineering Service

Rel By:

Service Location: 35900

Type: New Construction

Rel Date:

Status: Open

Customer: Boone County Bridge 40100041 - Temporary

Tran Type: Construction

**Assembly Unit
Description**

Assembly Unit Description	Rate Group	Description	Material Cost	Labor Cost	Total Cost
A5 1 PH VERTICAL CONST SINGLE DEADEND Design Codes: Pole: 45-3 Wire: D#2	Formula		185.79	617.19	802.98
A5-1 1 PH TAP USED W/1PH CONST Design Codes: Pole: 45-3 Wire: D#2	Formula		168.53	617.19	785.72
D#4 #4 ACSR	Formula		62.25	347.17	409.42
E1-2Y 3/8 DOWN GUY W/YELLOW GUY GUARD Design Codes: Pole: 45-3	Formula		141.10	617.19	758.28
F1-2 ANCHOR 8000 LB	Formula		330.00	1,234.38	1,564.38
M2-12 GROUND ASSEMBLY PLATE TYPE-PRI Design Codes: Pole: 45-3 Wire: D#2	Formula		88.57	462.89	551.46
P45-3 POLE 45-3	Formula		1,543.09	4,320.32	5,863.40
Total For Construction Assembly Units:			2,519.34	8,216.32	10,735.65

*1 - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

Work Order Estimate Summary

Work Order: 2011878

Revision: 0

Desc: Engineering Service

Type: New Construction

Status: Open

Open Date: 06/08/2020

Staked By:

Rel By:

Rel Date:

Project:

Map Location: 44-18-0-000-003-00

Service Location: 35900

Customer: Boone County Bridge 40100041 - Temporary

Tran Type: Retirement

**Assembly Unit
Description**

A9-1
1 PH XARM SINGLE LINE ARM

M2-2
GROUND ASSEMBLY PLATE TYPE

**Rate
Group**

Description

Material Cost

Labor Cost

Total Cost

Formula

0.00

216.02

216.02

Formula

0.00

108.01

108.01

Total For Retirement Assembly Units:

0.00

324.02

324.02

Total For Work Order 2011878 :

2,519.34

8,540.34

11,059.68

Work Order Estimate Summary

Work Order: 2011878
 Revision: 0
 Desc: Engineering Service
 Type: New Construction
 Status: Open

Open Date: 06/08/2020
 Staked By:
 Rel By:
 Rel Date:

Project:
 Map Location: 44-18-0-000-003-00
 Service Location: 35900
 Customer: Customer: Boone County Bridge 40100041 – Permanent

Tran Type: Construction

**Assembly Unit
Description**

A6
 1 PH VERTICAL DEADEND (DOUBLE)
 Design Codes: Pole: 45-3 Wire: D#2

<u>Rate Group</u>	<u>Description</u>	<u>Material Cost</u>	<u>Labor Cost</u>	<u>Total Cost</u>
Formula		216.41	462.89	679.30
Total For Construction Assembly Units:		216.41	462.89	679.30

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

08/03/2020 1:05:51 pm

Page: 2

Work Order Estimate Summary

Work Order: 2011878

Revision: 0

Desc: Engineering Service

Type: New Construction

Status: Open

Open Date: 06/08/2020

Staked By:

Rel By:

Rel Date:

Project:

Map Location: 44-18-0-000-003-00

Service Location: 35900

Customer: Customer: Boone County Bridge 40100041 – Permanent

Tran Type: Retirement

Assembly Unit Description	Rate Group	Description	Material Cost	Labor Cost	Total Cost
A5 1 PH VERTICAL CONST SINGLE DEADEND	Formula		0.00	432.03	432.03
A5-1 1 PH TAP USED W/1PH CONST	Formula		0.00	432.03	432.03
E1-2Y 3/8 DOWN GUY W/YELLOW GUY GUARD	Formula		0.00	432.03	432.03
F1-2 ANCHOR 8000 LB	Formula		0.00	864.06	864.06
M2-12 GROUND ASSEMBLY PLATE TYPE-PRI	Formula		0.00	162.01	162.01
P45-3 POLE 45-3	Formula		0.00	1,512.11	1,512.11
Total For Retirement Assembly Units:			0.00	3,834.28	3,834.28
Total For Work Order 2011878 :			216.41	4,297.17	4,513.58

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

7019

Work Order Estimate Summary

PARAMETERS ENTERED:

Work Order: 2011878 0
Transaction Type: Both
Exclude Salvage: Yes
Page Break On Work Order: No

FOR COUNTY USE:

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the "Company" this 18th day of August, 2020.

Executed by the "County" this 08th day of September, 2020.

"COMPANY"

Boone Electric Cooperative

By:

T. E. Culley

Authorized Representative (Signature)

Todd E Culley

Authorized Representative Name (Print or Type)

Title: CEO : GM

"COUNTY"

Boone County, Missouri

By:

Daniel K. Atwill

Daniel K. Atwill,
Presiding Commissioner

Attest:

Brianna L. Lennon

Brianna L. Lennon, County Clerk

Approved as to Legal Form:

J. Dykhouse
CJ Dykhouse, County Counselor

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

June Pitchford by 75 09/02/2020
June E. Pitchford, Auditor
2045 - 71100 - \$55,000

ACKNOWLEDGMENT BY BOONE ELECTRIC COOPERATIVE, INC.

STATE OF Missouri)
)
COUNTY OF Boone) ss

On this 18th day of August, 2020, before me appeared Todd E. Culley personally known to me, who being by me duly sworn, did say that he/she is the General Manager / CEO of Boone Electric Cooperative, Inc. and that the foregoing instrument was signed and sealed on behalf of Boone Electric Cooperative, Inc. and that he/she acknowledged said instrument to be the free act and deed of the Boone Electric Cooperative, Inc. and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Leigh Weaver

Notary Public



My Commission Expires: 08-23-2022

ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI)
)
COUNTY OF BOONE) ss

On this 08th day of September 2020, before me personally appeared Jan Atwill known to me, who being by me duly sworn, did say that they are the Presiding Commissioner of Boone County and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed on behalf of said Commission by authority of Boone County and said Commission acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Tequila Freeman

Notary Public

My Commission Expires: 09/28/2024



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

8th

day of

September

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached extension agreement and extension of the Performance Bond between Boone County and J & S Columbia Property, LLC.

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

Done this 8th day of September 2020.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janel M. Thompson

Janel M. Thompson
District II Commissioner

EXTENSION AGREEMENT

THIS AGREEMENT, effective September 18, 2020, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and J & S Columbia Property LLC, a limited liability company of the County of Boone in the State of Missouri, herein "Contractor" and Merchants National Bonding, Inc., herein "Surety."

WHEREAS, Contractor is conducting a grading project for a fill site, the Oakland Gravel Road Fill Site Project, herein "Project"; and

WHEREAS, Surety has issued a Performance Bond to County on behalf of Contractor, dated October 7, 2016, in the amount of \$42,924.42 to secure stormwater improvements associated with the Project; and

WHEREAS, said Performance Bond contemplates that the parties may agree to extend the expiration date of the Performance Bond, which currently expires on September 18, 2020; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Performance Bond to September 18, 2022.


NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Merchants National Bonding, Inc. Performance Bond, dated February October 7, 2016, in the amount of \$42,924.42, with an expiration date of September 18, 2018, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the October 7, 2016 Performance Bond such that the new expiration date will be September 18, 2022.
3. All other terms of the Performance Bond and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.

MERCHANTS NATIONAL BONDING, INC.

By:



Kris Copra, Attorney-in-Fact

J & S COLUMBIA PROPERTY LLC

By:



ATTEST:



BOONE COUNTY:

(Commission Order: 395-2020)

By:



Daniel Atwill, Presiding Commissioner

ATTEST:



Brianna L. Lennon, County Clerk

APPROVED BY:



Bill Florea, Director
Boone County Resource Management

Approved as to legal form:



Charles J. Dykhouse, County Counselor

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Allison Madrid; Darla Veltrop; Kris Copra; Louis A Landwehr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

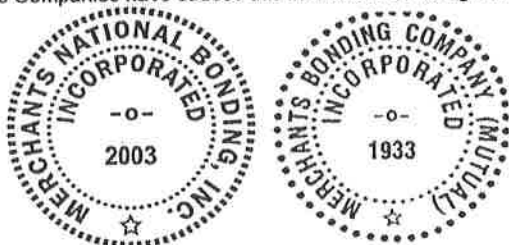
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

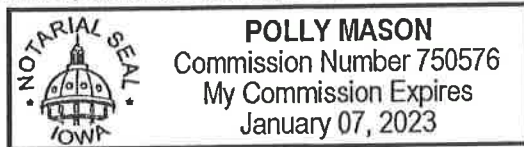


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

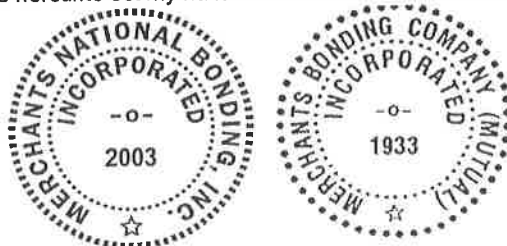


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, 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 Companies on this 18th day of September, 2020.



William Warner Jr.
Secretary

518-2016

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the 10th day of November 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Performance Bond between the County of Boone and J & S Columbia Property LLC.

The terms of the agreement are stipulated in the attached security agreement. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 10th day of November, 2016.

ATTEST:

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

Absent

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
Acting Presiding Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT

THIS AGREEMENT, effective September 18, 2020, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and J & S Columbia Property LLC, a limited liability company of the County of Boone in the State of Missouri, herein "Contractor" and Merchants National Bonding, Inc., herein "Surety."

WHEREAS, Contractor is conducting a grading project for a fill site, the Oakland Gravel Road Fill Site Project, herein "Project"; and

WHEREAS, Surety has issued a Performance Bond to County on behalf of Contractor, dated October 7, 2016, in the amount of \$42,924.42 to secure stormwater improvements associated with the Project; and

WHEREAS, said Performance Bond contemplates that the parties may agree to extend the expiration date of the Performance Bond, which currently expires on September 18, 2020; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Performance Bond to September 18, 2022.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Merchants National Bonding, Inc. Performance Bond, dated February October 7, 2016, in the amount of \$42,924.42, with an expiration date of September 18, 2018, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the October 7, 2016 Performance Bond such that the new expiration date will be September 18, 2022.
3. All other terms of the Performance Bond and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Allison Madrid; Darla Veltrop; Kris Copra; Louis A Landwehr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President 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."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, 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 Companies on this 18th day of September, 2020.



William Warner Jr.
Secretary

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 16

In the County Commission of said county, on the 10th day of November 20 16
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Performance Bond between the County of Boone and J & S Columbia Property LLC.

The terms of the agreement are stipulated in the attached security agreement. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 10th day of November, 2016.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
Acting Presiding Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: September 26, 2016

Developer/Owner Name: J & S Columbia Property, LLC
Address: 1314 Hwy 179, Jefferson City, MO 65109

Development: Oakland Gravel Rd. Fill Site

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Oakland Gravel Rd. Fill Site, 7630 N. Oakland Gravel Rd., Columbia, MO. The SWPPP and ESC was prepared by McClure Engineering Company on July 8, 2016.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 19th day of September, 2018, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$42,924.42, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Corporate Surety Bond issued to Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to September 19, 2018, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on September 19, 2018, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: J. S. Columbia Property, LLC.

Printed Name: J+S COLUMBIA PROPERTY, LLC.

Title: SHABON SCHWIEDERS, MEMBER

BOONE COUNTY, MISSOURI:

Department of Resource Management

Stan Shawver
Stan Shawver, Director Resource Management

County Commission:

Karen M. Miller
KAREN M. MILLER, ACTING PRESIDING COMMISSIONER

Attest:

Wendy S. Noren
Wendy S. Noren, Boone County Clerk

County Treasurer

Tom Darrough
Tom Darrough, County Treasurer

Approved as to form:

C.J. Dykhouse
C.J. Dykhouse, County Counselor

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

J & S Columbia Property, LLC, 1314 Hwy 179, Jefferson City, MO 65109

as Principal, hereinafter called Principal, and Merchants National Bonding, Inc.
PO Box 14498, Des Moines, IA 50306

a Corporation, organized under the laws of the State of Iowa
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held
and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Boone County, in
Forty-Two Thousand Nine Hundred Twenty-Four Dollars & 00/100
the amount of (\$42,924.42) Dollars, for the
payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Principal has procured a Land Disturbance Permit LD 1327 from
the County of Boone

Project Name: Oakland Gravel Road Fill Site, 7630 N Oakland Gravel Rd., Columbia, MO 65203

and, as a condition of said Land Disturbance Permit, has agreed to comply with the terms of the filed
Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans (ESC), and the
provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County
Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference
made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and
faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall be
null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a default,
exercise its options herein as against surety to complete any required work to comply with the Stormwater
Regulations within the time or within the manner as required by said regulations.

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

Whenever Principal shall be, and declared by Boone County to be, in default under the Stormwater
Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms
and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater
Regulations in accordance with its terms and conditions, and upon determination by Boone County and
Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Boone County,
and make available as work progresses sufficient funds to pay the cost of completion, including other costs
and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph
hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is actually completed on the subject site, or by September 19, 2018, whichever is later.

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

IN TESTIMONY WHEREOF, the Principal has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, Missouri on this 7th day of October, 2016

(SEAL)

J & S Columbia Property, LLC
(Principal)
BY: Sharon Schmick, Member

(SEAL)

Merchants National Bonding, Inc.
(Surety Company)
BY: Kris Copra
Kris Copra, Attorney-in-Fact

BY: N/A
(Missouri Representative)

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

Surety Contact Name: Merchants National Bonding, Inc.
Phone Number: 800-678-8171
Address: PO Box 14498
Des Moines, IA 50306

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allison Madrid; Darla Veltrop; Kris Copra; Louis A Landwehr

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President 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."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of May, 2016.



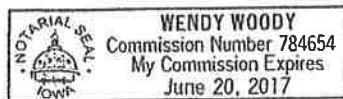
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 18th day of May, 2016, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this Instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, 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 Companies on this 7th day of October, 2016.



William Warner Jr.
Secretary



MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

**NOTICE TO MISSOURI
POLICY HOLDERS AND
BOND HOLDERS**

Should you have a question about your bond or policy, please contact your insurance agent first. If you have been unable to contact or obtain information from your agent, you may contact our company at the following address and telephone number:

Merchants National Bonding, Inc.

6700 Westown Parkway, West Des Moines, Iowa 50266

(800) 678-8171

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 2020

In the County Commission of said county, on the 8th day of September 20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached FY2019 Justice Assistance Grant (JAG) Subrecipient Monitoring Agreement between Boone County and the City of Columbia.

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

Done this 8th day of September 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

**SUBRECIPIENT MONITORING AGREEMENT
BETWEEN THE CITY OF COLUMBIA, AND
THE COUNTY OF BOONE, MISSOURI**

FY2019 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AGREEMENT dated the 8th day of September, 2020, is made by and between **Boone County, Missouri** through its County Commission (herein "County"), and the **City of Columbia, Missouri** (herein "City"),

WHEREAS, both the City and the County are empowered to enter into a cooperative agreement for the purposes herein stated pursuant to RSMo §70.220; and

WHEREAS, the City and County are participants in the Justice Assistance Grant Program, Award #2019-DJ-BX-0599, and have been awarded funds thereunder; and

WHEREAS, the County acts as the applicant/fiscal agent for the joint funds for purposes of the aforementioned grant; and

WHEREAS, the City acts as the subrecipient for purposes of said grant; and

WHEREAS, in order to comply with the terms of the grant, certain additional agreements are required to provide reasonable assurance that the Federal award compliance requirements are met.

NOW, THEREFORE, the County and City agree as follows:

1. The City, consistent with its current external auditing practices, agrees to subject expenditures under the Justice Assistance Grant Program Award, Award #2019-DJ-BX-0599, to audit protocols as dictated by the Compliance Supplement, a copy of which is attached hereto and incorporated herein by reference.
2. The City agrees to provide County with information reasonably requested to comply with the "subrecipient monitoring" requirements of the federal grant Compliance Supplement, a copy of which are attached hereto and incorporated herein by reference.
3. The City will provide the County a report based upon its audit relating to the expenditures of the funds it receives under the Intergovernmental Cooperative Agreement between the City and the County relating to the Justice Assistance Grant Program Award for Fiscal Year 2019.
4. The City agrees to comply with all provisions and requirements as set out by the Department of Justice in connection with the award of the subject grant. To the extent that the City's expenditures of the grant are questioned by the Department of

Justice or its designee and amounts are determined to be disallowed or required to be paid back to the Department of Justice, the City will make said payment consistent with the requirements of the Department of Justice.

5. The parties will cooperate with each other to furnish any and all documentation required to comply with the requirements of the subject grant.

6. This agreement relates to FY2019 Justice Assistance Grant Program Award #2019-DJ-BX-0599, CFDA #16.738.

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

COUNTY OF BOONE



By its County Commission

By:



Daniel K. Atwill, Presiding Commissioner

ATTEST:

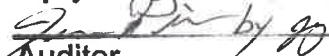

 
Brianna L. Lennon, Clerk of the County Commission

APPROVED AS TO FORM:


Charles J. Dykhouse, County Counselor

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.**

 by  08/28/2020
Auditor Date
No Encumbrance Required

CITY OF COLUMBIA


By:


John Glasscock, City Manager

ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM: 


Nancy Thompson, City Attorney

ATTACHMENT – Subrecipient Monitoring Compliance Supplement

M. SUBRECIPIENT MONITORING

Note: Transfers of Federal awards to another component of the same auditee do not constitute a subrecipient or vendor relationship for purposes of the 2 CFR part 200, subpart F.

Compliance Requirements

A pass-through entity is responsible for:

- *Determining Subrecipient Eligibility* – In addition to any programmatic eligibility criteria under E, “Eligibility for Subrecipients,” determining whether an applicant for a subaward has provided a Dun and Bradstreet Data Universal Numbering System (DUNS) number as part of its subaward application or, if not, before award (2 CFR section 25.110 and Appendix A to 2 CFR part 25).
- *System for Award Management (previously Central Contractor Registration) – For ARRA subawards, ensuring that the subrecipient maintains a current registration in the System for Award Management (SAM) (<http://sam.gov>) at all times during which it has an active subaward(s) funded with ARRA funds (2 CFR section 176.50(c)).*
- *Award Identification* – At the time of the subaward, identifying to the subrecipient the Federal award information (i.e., CFDA title and number; award name and number; if the award is research and development; and name of Federal awarding agency) and applicable compliance requirements. **For ARRA subawards, identifying to the subrecipient the amount of ARRA funds provided by the subaward.**
- *During-the-Award Monitoring* – Monitoring the subrecipient’s use of Federal awards through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.
- *Subrecipient Audits* – (1) Ensuring that subrecipients expending \$750,000 or more in Federal awards during the subrecipient’s fiscal year for fiscal years beginning on or after December 26, 2014 have met the audit requirements of 2 CFR part 200, subpart F and that the required audits are completed within 9 months of the end of the subrecipient’s audit period; (2) issuing a management decision on audit findings within 6 months after receipt of the subrecipient’s audit report; and (3) ensuring that the subrecipient takes timely and appropriate corrective action on all audit findings. In cases of continued inability or unwillingness of a subrecipient to have the required audits, the pass-through entity shall take appropriate action using sanctions.

Ensuring Accountability of For-Profit Subrecipients – Awards also may be passed through to for-profit entities. For-profit subrecipients are accountable to the pass-through entity for the use of Federal funds provided. Because for-profit subrecipients are not subject to the audit requirements of 2 CFR part 200, subpart F, pass-through entities are responsible for establishing requirements, as needed, to ensure for-profit subrecipient accountability for the use of funds.

- *Pass-Through Entity Impact* – Evaluating the impact of subrecipient activities on the pass-through entity's ability to comply with applicable Federal regulations.

During-the-Award Monitoring

Following are examples of factors that may affect the nature, timing, and extent of during-the-award monitoring:

- *Program complexity* – Programs with complex compliance requirements have a higher risk of non-compliance.
- *Percentage passed through* – The larger the percentage of program awards passed through the greater the need for subrecipient monitoring.
- *Amount of awards* – Larger dollar awards are of greater risk.
- *Subrecipient risk* – Subrecipients may be evaluated as higher risk or lower risk to determine the need for closer monitoring. Generally, new subrecipients would require closer monitoring. For existing subrecipients, based on results of during-the-award monitoring and subrecipient audits, a subrecipient may warrant closer monitoring (e.g., if the subrecipient has (1) a history of non-compliance as either a recipient or subrecipient, (2) new personnel, or (3) new or substantially changed systems). Evaluation of subrecipient risk also may take into consideration the extent of Federal monitoring of subrecipient entities that also are recipients of prime Federal awards.

Monitoring activities normally occur throughout the year and may take various forms, such as:

- *Reporting* – Reviewing financial and performance reports submitted by the subrecipient.
- *Site Visits* – Performing site visits at the subrecipient to review financial and programmatic records and observe operations.
- *Regular Contact* – Regular contacts with subrecipients and appropriate inquiries concerning program activities.

Agreed-upon procedures engagements

A pass-through entity may arrange for agreed-upon procedures engagements for certain aspects of subrecipient activities, such as eligibility determinations. Since the pass-through entity determines the procedures to be used and compliance areas to be tested, these agreed-upon procedures engagements enable the pass-through entity to target the coverage to areas of greatest risk. The costs of agreed-upon procedures engagements is an allowable cost to the pass-through entity if the agreed-upon procedures are performed for subrecipients below the 2 CFR part 200 threshold for audit (currently at \$750,000 for fiscal years beginning on or after December 26, 2014) for the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and reporting (2 CFR section 200.425(c)).

Source of Governing Requirements

The requirements for subrecipient monitoring are contained in 31 USC 7502(f)(2)(B) (Single Audit Act Amendments of 1996 (Pub. L. No. 104-156)); 2 CFR sections 200.505, 200.521, and 200.331; A-102 Common Rule (§ ___.37 and § ___.40(a)); OMB Circular A-110 (2 CFR section 215.51(a)); program legislation; **2 CFR section 176.50(c)**; 2 CFR parts 25 and 170; 48 CFR parts 4, 42, and 52; Federal awarding agency regulations; and the terms and conditions of the award

Audit Objectives

1. Obtain an understanding of internal control, assess risk, and test internal control as required by 2 CFR section 200.514(c).
2. For non-ARRA first-tier subawards made on or after October 1, 2010, determine whether the pass-through entity had the subrecipient provide a valid DUNS number before issuing the subaward.
3. Determine whether the pass-through entity properly identified Federal award information and compliance requirements to the subrecipient, **including requirements related to ARRA first-tier subawards, e.g., SAM registration (see N, Special Tests and Provisions in this Part)**, and approved only allowable activities in the subaward documents.
4. **For ARRA first-tier subawards, determine whether the pass-through entity assessed subrecipient compliance with the continuing requirement to maintain a current SAM registration.**
5. Determine whether the pass-through entity monitored subrecipient activities to provide reasonable assurance that the subrecipient administers Federal awards in compliance with Federal requirements and achieves performance goals.

6. Determine whether the pass-through entity ensured required audits are performed, issued a management decision on audit findings within 6 months after receipt of the subrecipient's audit report, and ensured that the subrecipient took timely and appropriate corrective action on all audit findings.
7. Determine whether in cases of continued inability or unwillingness of a subrecipient to have the required audits, the pass-through entity took appropriate action using sanctions.
8. Determine whether the pass-through entity evaluated the impact of subrecipient activities on the pass-through entity.
9. Determine whether the pass-through entity identified in the SEFA the total amount provided to subrecipients from each Federal program.
10. If for-profit subawards are material, determine the adequacy of the pass-through entity's monitoring procedures for those subawards.

Suggested Audit Procedures – Internal Control

1. Perform procedures to obtain an understanding of internal control sufficient to plan the audit to support a low assessed level of control risk for the program.
2. Plan the testing of internal control to support a low assessed level of control risk for subrecipient monitoring and perform the testing of internal control as planned. If internal control over some or all of the compliance requirements is likely to be ineffective, see the alternative procedures in 2 CFR section 200.514(c)(4), including assessing the control risk at the maximum and considering whether additional compliance tests and reporting are required because of ineffective internal control.
3. Consider the results of the testing of internal control in assessing the risk of noncompliance. Use this as the basis for determining the nature, timing, and extent (e.g., number of transactions to be selected) of substantive tests of compliance.

Suggested Audit Procedures – Compliance

(**Note:** The auditor may consider coordinating the tests related to subrecipients performed as part of C, “Cash Management” (tests of cash reporting submitted by subrecipients), E, “Eligibility” (tests that subawards were made only to eligible subrecipients), and I, “Procurement and Suspension and Debarment” (tests of ensuring that a subrecipient is not suspended or debarred) with the testing of “Subrecipient Monitoring.”)

1. Gain an understanding of the pass-through entity's subrecipient procedures through a review of the pass-through entity's subrecipient monitoring policies and procedures (e.g., annual monitoring plan) and discussions with staff. This should include an understanding of the scope, frequency, and timeliness of monitoring activities and the number, size, and complexity of awards to subrecipients, including, as applicable, subawards to for-profit entities.

2. Test the pass-through entity's subaward review and approval documents for first-tier subawards to ascertain if the pass-through entity obtained DUNS numbers from non-ARRA subrecipients prior to issuance of the subaward.
3. Test subaward documents and agreements to ascertain if (a) at the time of subaward the pass-through entity made subrecipients aware of the award information (i.e., CFDA title and number; award name and number; if the award is research and development; and name of Federal awarding agency) and requirements imposed by laws, regulations, and the provisions of contract or grant agreements; (b) included for first-tier subrecipients the requirements for SAM registration, including maintaining a current SAM registration during the life of the subaward(s); and (c) the activities approved in the subaward documents were allowable. **(See R2 under N, Special Tests and Provisions, for additional discussion of requirements for subawards with expenditures of ARRA awards.)**
4. Review the pass-through entity's documentation of during-the-subaward monitoring to ascertain if the pass-through entity's monitoring provided reasonable assurance that subrecipients used Federal awards for authorized purposes, complied with laws, regulations, and the provisions of contracts and grant agreements, and achieved performance goals.
5. Review the pass-through entity's follow-up procedures to determine whether corrective action was implemented on deficiencies noted in during-the-subaward monitoring.
6. Verify that the pass-through entity:
 - a. Ensured that the required subrecipient audits were completed.
 - b. Issued management decisions on audit findings within 6 months after receipt of the subrecipient's audit report.
 - c. Ensured that subrecipients took appropriate and timely corrective action on all audit findings.
7. Verify that in cases of continued inability or unwillingness of a subrecipient to have the required audits, the pass-through entity took appropriate action using sanctions.
8. Verify that the effects of subrecipient noncompliance are properly reflected in the pass-through entity's records.
9. Verify that the pass-through entity monitored the activities of subrecipients not subject to 2 CFR part 200, subpart F, including for-profit entities, using techniques such as those discussed in the "Compliance Requirements" provisions of this section with the exception that these subrecipients are not required to have audits under 2 CFR part 200, subpart F. Review the pass-through entity's follow-up procedures to determine whether corrective action was implemented on deficiencies noted during-the-subaward monitoring.

10. Determine if the pass-through entity has procedures that allow it to identify the total amount provided to subrecipients from each Federal program.