

211 -2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 26th day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve amendment number three to MM58 – Bituminous Material with Vance Brothers, Coastal Energy, and Missouri Petroleum. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendments.

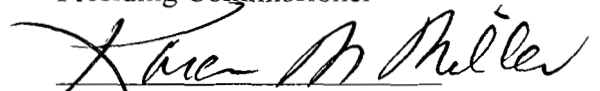
Done this 26th day of April, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 20, 2012
RE: Amendment Number Three – MM58 – Bituminous Material

Contract *MM58 – Bituminous Material* was approved by commission for award on March 15, 2011, commission order 102-2011 by split award by low bid by line item to Vance Brothers, Coastal Energy and Missouri Petroleum. Due to proposed increases for this next renewal period, the primary and secondary suppliers have changed for the period April 1, 2012 through June 30, 2012. The award for this renewal period is:

Vance

Secondary Supplier: SS-1, EA-90, EA-90P

Coastal Energy

Primary Supplier: PEP, AEP

Secondary Supplier: CRS-2, MC-3000, CRS-2P, MC-800, MC-30, EA-90P

Missouri Petroleum

Primary Supplier: CRS-2, MC-3000, SS-1, CRS-2P, MC-800, MC-30, EA-90, EA-90P

These are Term and Supply contracts and invoices will be paid from department 2040 - PW Maintenance Operations, account number 26400 - Road Oil.

cc: Greg Edington, Chet Dunn, Jane Telander, Elaine Goodwin, PW
Bid File

**CONTRACT AMENDMENT NUMBER THREE
PURCHASE AGREEMENT FOR
BITUMINOUS MATERIAL - TERM AND SUPPLY**

The Agreement **MM58** dated March 15, 2011, made by and between Boone County, Missouri and **Coastal Energy Corporation** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Due to proposed pricing increases for the next renewal term, the primary and secondary suppliers of MM58 have changed for some of the line items. For the period ~~January 1, 2012 through March 31, 2012~~, **Coastal Energy Corporation** shall be awarded as follows: *April 1, 2012 through June 30, 2012*

Primary Supplier:	Unit Price/Gallon	
	<u>Delivered</u>	<u>Picked-Up</u>
PEP	\$3.20	\$3.20
AEP	\$2.15	\$2.10

Secondary Supplier:	Unit Price/Gallon	
	<u>Delivered</u>	<u>Picked-Up</u>
CRS-2:	\$2.15	\$2.15
MC-3000:	\$3.16	\$3.12
CRS-2P:	\$2.62	\$2.57
MC-800:	\$3.33	\$2.27
MC-30	\$3.42	\$3.34
EA90-P	\$2.36	\$2.36

Demurrage Charge: \$73.03 / hour

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

COASTAL ENERGY CORPORATION

BOONE COUNTY, MISSOURI

by Chad Odle

by: Boone County Commission

title Asphalt Rep

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane E. Pitchford
Signature by *cy*

4/24/12
Date

2040 / 26400 / Term & Supply
No Encumbrance Requested
Appropriation Account

Boone County Purchasing

David Eagle
Office Specialist



613 E. Ash St., Room 113
Columbia, MO 65201
Phone: (573) 886-4394
Fax: (573) 886-4390

March 5, 2012

Coastal Energy Corporation
ATTN: Chad Odle
PO Box 218
Willow Springs, MO 65793

RE: # MM58 - Bituminous Material - Term and Supply

Dear Mr. Odle:

The County of Boone is interested in renewing the above referenced contract from April 1, 2012 through June 30, 2012. Please return this renewal by March 12, 2012.

Please sign and date below if you wish to renew the contract. Due to budget constraints the County requests that vendors consider providing services at the same pricing level or less as the previous contract period. If proposing an increase, please provide a letter with the reasoning for the proposed increase

I, Chad Odle of Coastal Energy Corporation, agree to renew contract # MM58 - Bituminous Material - Term and Supply under the same terms and conditions with (please complete the new pricing) a 0 % increase in cost; a _____ % decrease in cost; _____ pricing remains the same.

Chad Odle
Signature

3-6-12
Date

Please sign and date below if you do not wish to renew # MM58 Bituminous Material - Term and Supply.

I, _____ of Coastal Energy Corp, do not wish to renew the above referenced contract.

Signature

Date

Please sign and return by fax to (573) 886-4390. Once received we will review your proposed price increase with the department. If approved, we will send you a confirmed contract renewal letter. Should you have any questions or need additional information, I may be reached at (573) 886-4394 or by email to: deagle@boonecounty.org.

Sincerely,
David Eagle
David Eagle
Office Specialist

cc: Chct Dunn, Elaine Goodwin, Margaret Green, Public Works
Liz Sanders, City of Columbia
Bid File

Note: The contractor's failure to complete and return this renewal shall not stop the action specified herein. If the contractor fails to complete and return this renewal prior to the return date specified or the effective date of the contract period stated above, the County may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

An Affirmative Action/Equal Opportunity Institution

Renewal Pricing - MMS8 - Bituminous Material

ITEM NO.	QUANTITY	DESCRIPTION	Coastal Energy Corporation			1st Renewal 5% Increase 7-1-11 - 9-30-11			2nd Renewal 0% Increase 9-1-11 - 12-31-11			3rd Renewal 7% Increase 1-1-12 - 3-31-12			4th Renewal 0% Increase 4-1-12 - 6-30-12		
			DELIVERED UNIT PRICE/GAL	PICKED UP UNIT PRICE/GAL	PICKED UP UNIT PRICE/GAL	DELIVERED UNIT PRICE/GAL	PICKED UP UNIT PRICE/GAL	PICKED UP UNIT PRICE/GAL	DELIVERED UNIT PRICE/GAL	PICKED UP UNIT PRICE/GAL	PICKED UP UNIT PRICE/GAL	DELIVERED UNIT PRICE/GAL	PICKED UP UNIT PRICE/GAL	PICKED UP UNIT PRICE/GAL	DELIVERED UNIT PRICE/GAL	PICKED UP UNIT PRICE/GAL	PICKED UP UNIT PRICE/GAL
1	316,900 Gal	CRS-2	\$1.91	3000 GAL	\$1.91	\$2.01	\$2.01	\$2.01	\$2.01	\$2.01	\$2.01	\$2.15	\$2.15	\$2.15	\$2.15	\$2.15	
2	10,000 Gal	MC-3000	\$2.81	3000 GAL	\$2.78	\$2.78	\$2.95	\$2.92	\$2.92	\$2.92	\$2.92	\$3.16	\$3.12	\$3.12	\$3.12	\$3.12	
3	42,700 Gal	PEP	\$2.85	3000 GAL	\$2.85	\$2.85	\$2.99	\$2.99	\$2.99	\$2.99	\$2.99	\$3.20	\$3.20	\$3.20	\$3.20	\$3.20	
4	1-Full Tanker Load	SS-1	\$1.92	3000 GAL	\$1.87	\$1.87	\$2.02	\$1.96	\$1.96	\$1.96	\$1.96	\$2.16	\$2.10	\$2.10	\$2.16	\$2.10	
5	150,000 Gal	CRS-2P	\$2.33	3000 GAL	\$2.29	\$2.29	\$2.45	\$2.40	\$2.40	\$2.40	\$2.45	\$2.57	\$2.57	\$2.62	\$2.57	\$2.57	
6	1-Full Tanker Load	MC-800	\$2.96	3000 GAL	\$2.91	\$2.91	\$3.11	\$3.06	\$3.06	\$3.06	\$3.33	\$3.27	\$3.27	\$3.33	\$3.27	\$3.27	
7	1-Full Tanker Load	MC-30	\$3.04	3000 GAL	\$2.97	\$2.97	\$3.19	\$3.12	\$3.12	\$3.12	\$3.42	\$3.34	\$3.34	\$3.42	\$3.34	\$3.34	
8	42,700 Gal	ABP	\$1.91	3000 GAL	\$1.87	\$1.87	\$2.01	\$1.96	\$1.96	\$1.96	\$2.15	\$2.10	\$2.10	\$2.15	\$2.10	\$2.10	
9	316,900 Gal	Emulsified Asphalt EA-90	\$2.10	3000 GAL	\$2.10	\$2.10	\$2.21	\$2.21	\$2.21	\$2.21	\$2.36	\$2.36	\$2.36	\$2.36	\$2.36	\$2.36	
10	150,000 Gal	Emulsified Asphalt EA-90P	\$2.55	3000 GAL	\$2.55	\$2.55	\$2.68	\$2.68	\$2.68	\$2.68	\$2.86	\$2.86	\$2.86	\$2.86	\$2.86	\$2.86	
11	Per Hour	Demurrage Charge	\$65.00	per hour	\$65.00	\$68.25	\$68.25	\$68.25	\$68.25	\$68.25	\$73.03	\$73.03	\$73.03	\$73.03	\$73.03	\$73.03	
12		Demurrage Change begins after		per hour													
		Delivery will be made within		2 hours		1 day		2 hours		1 day		2 hours		1 day		2 hours	

**CONTRACT AMENDMENT NUMBER THREE
PURCHASE AGREEMENT FOR
BITUMINOUS MATERIAL - TERM AND SUPPLY**

The Agreement **MM58** dated March 15, 2011, made by and between Boone County, Missouri and **Vance Brothers, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. Due to proposed pricing increases for this renewal period, the primary and secondary suppliers of MM58 have changed for some of the line items. For the period **April 1, 2012 through June 30, 2012, Vance Brothers Inc.** shall be awarded as follows:

Secondary Supplier:	Unit Price/Gallon	
	<u>Delivered</u>	<u>Picked-Up</u>
SS-1	\$2.16	\$2.06
EA-90	\$2.40	\$2.30
EA-90P	\$2.71	\$2.61

Demurrage Charge: \$77.00/hour

- 2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

VANCE BROTHERS, INC.

by [Signature]
title Vice President

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u>[Signature]</u> Signature	<u>4/24/12</u> Date	2040 / 26400 - Term & Supply <u>No Encumbrance Required</u> Appropriation Account
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Boone County Purchasing

David Eagle
Office Specialist



613 E. Ash St., Room 113
Columbia, MO 65201
Phone: (573) 886-4394
Fax: (573) 886-4390

March 5, 2012

Vance Brothers, Inc.
ATTN: Robert A. Vance
P.O. Box 300107
Kansas City, MO 64130


RE: MM58 - Bituminous Material - Term and Supply

Dear Mr. Vance:

The County of Boone is interested in renewing the above referenced contract from April 1, 2012 through June 30, 2012. Please return this renewal by March 12, 2012.

Please sign and date below if you wish to renew the contract. Due to budget constraints the County requests that vendors consider providing services at the same pricing level or less as the previous contract period. If proposing an increase, please provide a letter with the reasoning for the proposed increase

I, Robert A. Vance of Vance Brothers, Inc., agree to renew contract # MM58 - Bituminous Material Term and Supply under the same terms and conditions with (please complete the new pricing) a 10 % increase in cost; a _____ % decrease in cost; _____ pricing remains the same.


Signature

3/7/12
Date

Please sign and date below if you do not wish to renew #MM58 Bituminous Material - Term and Supply.

I, _____ of Vance Brothers Inc, do not wish to renew the above referenced contract.

Signature

Date

Please sign and return by fax to (573) 886-4390. If approved, we will send you a confirmed contract renewal letter. Should you have any questions or need additional information, I may be reached at (573) 886-4394 or by email to: deagle@boonecounty.org.

Sincerely,


David Eagle
Office Specialist

cc: Chet Dunn, Elaine Goodwin, Margaret Green, Public Works
Liz Sanders, City of Columbia
Bid File

Note: The contractor's failure to complete and return this renewal shall not stop the action specified herein. If the contractor fails to complete and return this renewal prior to the return date specified or the effective date of the contract period stated above, the County may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

An Affirmative Action/Equal Opportunity Institution

MM58 - Bituminous Material

Renewal Pricing

				Vance Brothers			1st Renewal 7-1-11 - 9-30-11 0% Increase			2nd Renewal 10-1-11 - 12-31-11 0% Increase			3rd Renewal 1-1-12 - 3-31-12 10% Increase			4th Renewal 4-1-12 - 6-30-12 10% Increase		
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP
	(EST)			UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL
				Full Transport Load- Minimum	3000 GAL	Full Transport Load	Full Transport Load- Minimum	3000 GAL	Full Transport Load	Full Transport Load- Minimum	3000 GAL	Full Transport Load	Full Transport Load- Minimum	3000 GAL	Full Transport Load	Full Transport Load- Minimum	3000 GAL	Full Transport Load
1	316,900	GAL	CRS-2	\$1.90	\$1.80	\$1.80	\$1.90	\$1.80	\$1.80	\$1.90	\$1.80	\$1.80	\$2.09	\$1.98	\$1.98	\$2.28	\$2.18	\$2.18
2	10,000	GAL	MC-3000	\$2.80	\$2.70	\$2.70	\$2.80	\$2.70	\$2.70	\$2.80	\$2.70	\$2.70	\$3.08	\$2.97	\$2.97	\$3.37	\$3.27	\$3.27
3	42,700	GAL	PEP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	1-Full Tanker Load	3000	SS-1	\$1.80	\$1.70	\$1.70	\$1.80	\$1.70	\$1.70	\$1.80	\$1.70	\$1.70	\$1.98	\$1.87	\$1.87	\$2.16	\$2.06	\$2.06
5	150,000	GAL	CRS-2P	\$2.25	\$2.15	\$2.15	\$2.25	\$2.15	\$2.15	\$2.25	\$2.15	\$2.15	\$2.48	\$2.37	\$2.37	\$2.71	\$2.61	\$2.61
6	1-Full Tanker Load	3000	MC-800	\$2.80	\$2.70	\$2.70	\$2.80	\$2.70	\$2.70	\$2.80	\$2.70	\$2.70	\$3.08	\$2.97	\$2.97	\$3.37	\$3.27	\$3.27
7	1-Full Tanker Load	3000	MC-30	\$3.10	\$3.00	\$3.00	\$3.10	\$3.00	\$3.00	\$3.10	\$3.00	\$3.00	\$3.41	\$3.30	\$3.30	\$3.73	\$3.63	\$3.63
8	42,700	GAL	AEP	\$2.60	\$2.50	\$2.50	\$2.60	\$2.50	\$2.50	\$2.60	\$2.50	\$2.50	\$2.86	\$2.75	\$2.75	\$3.13	\$3.03	\$3.03
9	316,900	GAL	Emulsified Asphalt EA-90	\$2.00	\$1.90	\$1.90	\$2.00	\$1.90	\$1.90	\$2.00	\$1.90	\$1.90	\$2.20	\$2.09	\$2.09	\$2.40	\$2.30	\$2.30
10	150,000	GAL	Emulsified Asphalt EA-90P	\$2.25	\$2.15	\$2.15	\$2.25	\$2.15	\$2.15	\$2.25	\$2.15	\$2.15	\$2.48	\$2.37	\$2.37	\$2.71	\$2.61	\$2.61
11	Per Hour		Demurrage Charge	\$70.00	per hour		\$70.00	per hour		\$70.00	per hour		\$77.00	per hour		\$70.00	per hour	
12			Demurrage Charge begins after _____ Hrs.	1.5 hours			1.5 hours			1.5 hours			1.5 hours			1.5 hours		
Delivery will be made within				1 day			1 day			1 day			1 day			1 day		
Maximum % Increase or Decrease for																		
Renewal # 1: 4/01/11 - 6/30/11				50%			50%			50%			50%			50%		
Renewal # 2: 7/01/11 - 9/30/11				50%			50%			50%			50%			50%		
Renewal # 3: 10/01/11 - 12/31/11				50%			50%			50%			50%			50%		
Renewal # 4: 1/01/12 - 3/31/12				50%			50%			50%			50%			50%		
Renewal # 5: 4/01/12 - 6/30/12				50%			50%			50%			50%			50%		
Renewal # 6: 7/01/12 - 9/30/12				50%			50%			50%			50%			50%		
Renewal # 7: 10/01/12 - 12/31/12				50%			50%			50%			50%			50%		

March 7, 2012

Boone County Purchasing
Mr. David Eagle
601 E Walnut St, Room 205
Columbia, MO 65201

RE: MM58 – Bituminous Material

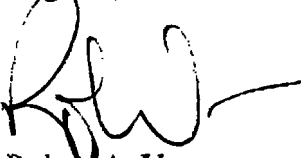
Dear Mr. Eagle,

Vance Brothers would like to extend our current contract with a 10% increase in all picked up products, and keep the \$0.10/gallon freight charge the same as well as our demurrage charge of \$70.00/hour. These increases are necessary due to the increased cost in raw materials since this contract was originally agreed upon in March of 2011. Please see new prices below.

Description	Picked Up	Delivered
CRS-2	\$2.18	\$2.28
MC-3000	\$3.27	\$3.37
SS-1	\$2.06	\$2.16
CRS-2P	\$2.61	\$2.71
MC-800	\$3.27	\$3.37
MC-30	\$3.63	\$3.73
AEP	\$3.03	\$3.13
EA-90	\$2.30	\$2.40
EA-90P	\$2.61	\$2.71

We look forward to continuing to do business with Boone County in the future.

Regards,



Robert A. Vance
Vice President, Sales

RAV, mb



phone: 800.821.8549 • 816.923.4325 fax: 816.923.6472 web: vancebrothers.com

5201 Brighton Kansas City, Missouri 64130

**CONTRACT AMENDMENT NUMBER THREE
PURCHASE AGREEMENT FOR
BITUMINOUS MATERIAL - TERM AND SUPPLY**

The Agreement **MM58** dated March 15, 2011, made by and between Boone County, Missouri and **Missouri Petroleum** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Due to proposed pricing increases for this renewal period, the primary and secondary suppliers of MM58 have changed for some of the line items. For the period **April 1, 2012 through June 30, 2012, Missouri Petroleum** shall be awarded as follows:

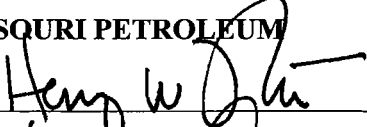
Primary Supplier:	Unit Price/Gallon	
	<u>Delivered</u>	<u>Picked-Up</u>
CRS-2:	\$2.07	\$1.95
MC-3000:	\$2.97	\$2.85
SS-1:	\$2.07	\$1.95
CRS-2P:	\$2.32	\$2.20
MC-800:	\$3.05	\$2.93
MC-30:	\$3.12	\$3.00
EA-90:	\$2.07	\$1.95
EA-90P:	\$2.30	\$2.18

Demurrage Charge: \$80.00 / hour

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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


MISSOURI PETROLEUM

by 
title Vice President

BOONE COUNTY, MISSOURI

by: 
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

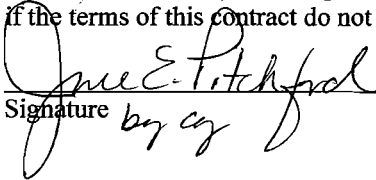

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature *by cy*

4/24/12
Date

2040 / 26400 - Term & Supply
No Encumbrance Required
Appropriation Account

Boone County Purchasing

David Eagle
Office Specialist



613 E. Ash St., Room 113
Columbia, MO 65201
Phone: (573) 886-4394
Fax: (573) 886-4390

March 5, 2012

Missouri Petroleum
ATTN: Henry Schmitt
1620 Woodson Rd.
St Louis, MO 63114

RE: MM58 - Bituminous Material - Term and Supply

Dear Mr. Schmitt:

The County of Boone is interested in renewing the above referenced contract from April 1, 2012 through June 30, 2012. Please return this renewal by **March 12, 2012**.

Please sign and date below if you wish to renew the contract. **Due to budget constraints the County requests that vendors consider providing services at the same pricing level or less as the previous contract period. If proposing an increase, please provide a letter with the reasoning for the proposed increase**

I, Henry Schmitt of Missouri Petroleum, agree to renew contract # MM58 - Bituminous Material Term and Supply under the same terms and conditions with (please complete the new pricing) a 2 % increase in cost; a ___ % decrease in cost; ___ pricing remains the same.

Henry Schmitt
Signature

3/12/12
Date

Please sign and date below if you do not wish to renew #MM58 Bituminous Material - Term and Supply.

I, _____ of Missouri Petroleum, do not wish to renew the above referenced contract.

Signature

Date

Please sign and return by fax to (573) 886-4390. If approved, we will send you a confirmed contract renewal letter. Should you have any questions or need additional information, I may be reached at (573) 886-4394 or by email to: deagle@boonecounty.org.

Sincerely,
David Eagle
David Eagle
Office Specialist

cc: Chet Dunn, Elaine Goodwin, Margaret Green, Public Works
Liz Sanders, City of Columbia
Bid File

Note: The contractor's failure to complete and return this renewal shall not stop the action specified herein. If the contractor fails to complete and return this renewal prior to the return date specified or the effective date of the contract period stated above, the County may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

An Affirmative Action/Equal Opportunity Institution

MM58 - Bituminous Material Renewal Pricing				Missouri Petroleum Products Co.			1st Renewal 7-1-11 - 9-30-11 2% Increase			2nd Renewal 10-1-11 - 12-31-11 2% Decrease			3rd Renewal 1-1-12 - 3-31-12 0% Increase			MISSOURI PETROLEUM 4th Renewal 4-1-12 - 6-30-12 2% Increase		
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP
	(EST)			UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL
				Full Transport Load- Minimum	3000 GAL	Full Transport Load	Full Transport Load- Minimum	3000 GAL	Full Transport Load	Full Transport Load- Minimum	3000 GAL	Full Transport Load	Full Transport Load- Minimum	3000 GAL	Full Transport Load	Full Transport Load- Minimum	3000 GAL	Full Transport Load
1	316,900	GAL	CRS-2	\$2.07	\$1.95	\$1.95	\$2.11	\$1.99	\$1.99	\$2.07	\$1.95	\$1.95	\$2.07	\$1.95	\$1.95	\$2.11	\$1.99	\$1.99
2	10,000	GAL	MC-3000	\$2.97	\$2.85	\$2.85	\$3.03	\$2.91	\$2.91	\$2.97	\$2.85	\$2.85	\$2.97	\$2.85	\$2.85	\$3.03	\$2.91	\$2.91
3	42,700	GAL	PEP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	1-Full Tanker Load	3000	SS-1	\$2.07	\$1.95	\$1.95	\$2.11	\$1.99	\$1.99	\$2.07	\$1.95	\$1.95	\$2.07	\$1.95	\$1.95	\$2.11	\$1.99	\$1.99
5	150,000	GAL	CRS-2P	\$2.32	\$2.20	\$2.20	\$2.37	\$2.24	\$2.24	\$2.32	\$2.20	\$2.20	\$2.32	\$2.20	\$2.20	\$2.37	\$2.24	\$2.24
6	1-Full Tanker Load	3000	MC-800	\$3.05	\$2.93	\$2.93	\$3.11	\$2.99	\$2.99	\$3.05	\$2.93	\$2.93	\$3.05	\$2.93	\$2.93	\$3.11	\$2.99	\$2.99
7	1-Full Tanker Load	3000	MC-30	\$3.12	\$3.00	\$3.00	\$3.18	\$3.06	\$3.06	\$3.12	\$3.00	\$3.00	\$3.12	\$3.00	\$3.00	\$3.18	\$3.06	\$3.06
8	42,700	GAL	AEP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
9	316,900	GAL	Emulsified Asphalt EA-90	\$2.07	\$1.95	\$1.95	\$2.11	\$1.99	\$1.99	\$2.07	\$1.95	\$1.95	\$2.07	\$1.95	\$1.95	\$2.11	\$1.99	\$1.99
10	150,000	GAL	Emulsified Asphalt EA-90P	\$2.30	\$2.18	\$2.18	\$2.35	\$2.22	\$2.22	\$2.30	\$2.18	\$2.18	\$2.30	\$2.18	\$2.18	\$2.35	\$2.22	\$2.22
11	Per Hour		Demurrage Charge	\$80.00	per hour		\$81.60	per hour		\$80.00	per hour		\$80.00	per hour		\$80.00	per hour	
12			Demurrage Charge begins after ____ Hrs.	2 hours			2 hours			2 hours			2 hours			2 hours		
	Delivery will be made within			24 - 48 hours			24 - 48 hours			24 - 48 hours			24 - 48 hours			24 - 48 hours		
Maximum % Increase or Decrease for																		
Renewal # 1: 4/01/11 - 6/30/11				2%			2%			2%			2%			2%		
Renewal # 2: 7/01/11 - 9/30/11				2%			2%			2%			2%			2%		
Renewal # 3: 10/01/11 - 12/31/11				2%			2%			2%			2%			2%		
Renewal # 4: 1/01/12 - 3/31/12				2%			2%			2%			2%			2%		
Renewal # 5: 4/01/12 - 6/30/12				2%			2%			2%			2%			2%		
Renewal # 6: 7/01/12 - 9/30/12				2%			2%			2%			2%			2%		
Renewal # 7: 10/01/12 - 12/31/12				2%			2%			2%			2%			2%		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 26th day of April 20 12

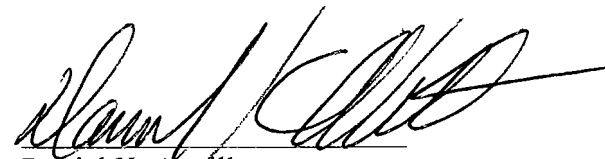
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award request for proposal 08-06MAR12 – Intercom System Replacement to WirelessUSA. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

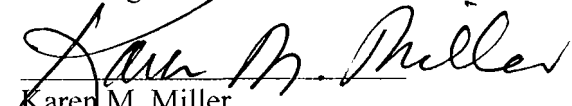
Done this 26th day of April, 2012.

ATTEST:

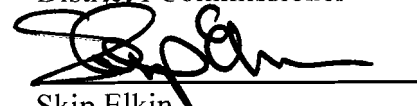
Wendy S. Noren cc
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
Intercom System Replacement for the Juvenile Justice Center**

THIS AGREEMENT dated the 26 day of April 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and WirelessUSA 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 an **Intercom System Replacement** in compliance with Request for Proposal number **08-06MAR12** with addendums, Clarification/Best & Final Offer #1, the Contractor's proposal response dated March 5, 2012 and Best and Final Offer Response dated March 26, 2012, executed by Tim Shanahan 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 proposal response may be permanently maintained in the County Purchasing Office contract file for this Request for Proposal if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Proposal with the County's Standard Terms and Conditions shall prevail and control over the Contractor's proposal response(s).
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish, deliver and install a new Bogen MutiCom Intercom System for \$14,649.34.
3. **Delivery and Installation** - The Contractor agrees to deliver and install the equipment within 34 calendar days after receipt of Purchase Order and Notice to Proceed.
4. **Billing and Payment** - All billing shall be invoiced to the Juvenile Justice Center and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt. Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or

c. If appropriations are not made available and budgeted for any calendar year.

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

WIRELESS USA

by *David Hoelscher*
title *Vice President*

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane Pitchford by jg *04/27/12* *1242 / 92300 / \$14,649.34*
Signature Date Appropriation Accounts

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

wirelessUSA



BOONE COUNTY, MISSOURI
Request for Bid #: 08-06MAR12 – Intercom System Replacement - Juvenile Justice Center

ADDENDUM #2 - Issued February 24, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **must** be acknowledged and submitted with Bidder's *Revised Response/Pricing Page*.

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

1. Replace the *Response / Pricing Page* within the RFP with the attached *Revised Response/Pricing Page* dated February 24, 2012.
2. Note: The scream interface card is being added as a separate line item to the *Response / Pricing Page* since it is not a standard intercom item. The County is not seeking VOX. TSK Electronics is an approved vendor for the scream interface card.
3. The County received the following questions and is providing a response:
 - 2.1. Addendum #1, question 2.5. I understand the question and answer as asked. But I would like to know if there are any unused conductors in the cabling?
Response: Not to our knowledge.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid # **08-06MAR12 – Intercom System Replacement – Juvenile Justice Center** receipt of which is hereby acknowledged:

Company Name: Wireless USA
Address: 148 Willow Parkway
Maryland Heights, MO 63043

Phone Number: 314 615 3100 Fax Number: 314 615 3055
E-mail address: Tim.Shanahan@wirelessusa.com

Authorized Representative Signature: Tim Shanahan Date: 3-5-2012

Authorized Representative Printed Name: Tim Shanahan



PROJECT QUOTATION FORM

148 WELDON PARKWAY - MARYLAND HEIGHTS, MO. 63043 - 314.615.3100

CUSTOMER	Boone County Juv. Justice Cntr	PHONE	573-886-4391
ADDRESS		FAX	573-886-4390
CONTACT	Melinda Bobbitt	DATE	3/22/2012

QUOTE #	03222012tes
PREPARED BY	TIM SHANAHAN
PHONE #	314-615-3173

Clarification/Best and Final Offer to 08-06MAR12

DESCRIPTION OF SERVICES	QTY	CODE	UNIT PRICE	EXTENDED PRICE
LABOR TO:				
Install new Bogen MultiCom intercom System. This installation requires the cut-over of existing speakers with scream alarms, and call boxes from existing system to new head-end equipment. All existing speakers and call boxes are to remain, and be re-used.				
Install 2 new administrative phones				
Install 1 new staff phone				
				\$3,000.00
Test and optimize system				\$650.00

CODES - HR (HOUR) FLR (FLAT RATE) PRG (PROGRAM)

LABOR TOTAL FROM PAGE 2	#####
LABOR TOTAL FROM PAGE 3	#####
TAX RATE	

LABOR TOTAL	\$3,650.00
PARTS TOTAL	\$10,999.34
TAX AMOUNT	14649.34
GRAND TOTAL	\$19,473.09

PRICES ARE EFFECTIVE FOR 60 DAYS

EXCEPTIONS: Labor Quote page 2 is an alternative to replacing all Scream Alarm Interface Cards. Qty of Line 10 is for presentation purpose. Customer may chose quantity that best suits their budget. The concept here is to utilize the existing Scream Alarm Interface Cards, but have them refurbished. Refurbishment consists of replacing key components, thorough testing, and analyzing, and replacenment of any component not meeting manufacturer's specifications, alignment and level setting. Customer may also choose not to accept this alternative, in which case labor Quote page 2 does not apply to Grand Total. Labor Quote page 3 address's item 2 of the clarification. The answer to item 3 of the clarification is, "yes".

6. Revised Response/Pricing Page dated February 24, 2012

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: Wireless USA

Address: 145 Weldon Parkway
Maryland Heights Mo 63043

Telephone: 314 615 3100 Fax: 314 615 3055

Federal Tax ID (or Social Security #): _____

Print Name: Tim Shanahan Title: Project Manager / Safety Manager

Signature: Tim Shanahan Date: 3-5-2012

E-Mail Address: Tim.Shanahan@wirelessusa.com

Pricing – The County is providing this Response Form for pricing to be detailed. If this Response Form doesn't capture all costs, Offeror shall attach a listing of all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

Note: The County will award either the Base Bid or Option 1. The County may also award the Alternate Bid based on the County's need and the bid price received following evaluation of the proposal responses received.

6.1. Pricing

Unit Price

Base Bid:

6.1.1. Equipment Total – (Base Bid) \$ 16,375.00

6.1.2. Scream Interface Card – enough to handle 52 individual zones \$ 9100.00

6.1.3. Full Service Maintenance: Offeror's proposal response shall state if a maintenance/service contract is available for Base Bid and clearly describe the service contract. Is a maintenance agreement available? yes no

Maintenance (Base Bid):

a. Date of installation through December 31, 2012 \$ 1950.00

b. January 1, 2013 – December 31, 2013 \$ 2600.00

c. January 1, 2014 – December 31, 2014 \$ 2750.00

d. January 1, 2015 – December 31, 2015 \$ 2875.00

e. January 1, 2016 – December 31, 2016
f. January 1, 2017 – December 31, 2017

\$ 2975.00
\$ 3100.00

6.1.4. Equipment shall be delivered and installed 34 calendar days after receipt of Purchase Order and Notice to Proceed for Base Bid.

Option 1

6.1.5. Option 1: Using existing rack for head end – equipment total \$ _____

6.1.4. Scream Interface Card – enough to handle 52 individual zones \$ _____

6.1.6. Full Service Maintenance: Offeror's proposal response shall state if a maintenance/service contract is available for Option 1 and clearly describe the service contract. Is a maintenance agreement available? yes no

Maintenance: (Option 1):

a. Date of installation through December 31, 2012 \$ _____
b. January 1, 2013 – December 31, 2013 \$ _____
c. January 1, 2014 – December 31, 2014 \$ _____
d. January 1, 2015 – December 31, 2015 \$ _____
e. January 1, 2016 – December 31, 2016 \$ _____
f. January 1, 2017 – December 31, 2017 \$ _____

6.1.6. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed for **Option 1**.

Alternate 1

6.1.7. Interface into existing Nortel Phone system \$ _____

6.1.7. List all Sub-Contractors that will be utilized on this project:

6.1.8. Describe warranty on equipment and labor:

PARTS 1 YEAR LABOR 60 DAYS

6.1.9. List any deviations to the original specifications:

6.1.10. Training shall be provided to Boone County staff within 1 days of installation.

6.1.11. State date that pricing is firm through for the equipment proposed in your proposal response:

60 DAYS April 5, 2010

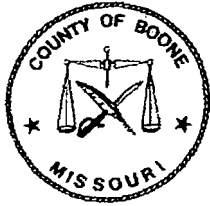
6.1.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No

6.1.13. Provide a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name: *TIM SHANAHAN*
Organization: *Wireless USA*
Address: *148 WILDEN PARKWAY MARYLAND HEIGHTS MO 63043*
E-mail: *TIM.SHANAHAN@WIRELESSUSA.COM*
Phone Number: *314 615 3100*
Fax: *314 615 3055*

6.1.14. Identification of Bidders/Offerors: How were you notified or heard about this bid/proposal?

- newspaper advertisement
- Boone County Electronic Bid Notification
- other, please list: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 08-06MAR12 – Intercom System Replacement - Juvenile Justice Center

ADDENDUM #1 - Issued February 16, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **must** be acknowledged and submitted with Bidder's *Revised Response/Pricing Page*.

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

1. Replace the *Response / Pricing Page* within the RFP with the attached *Revised Response/Pricing Page*.
2. The County received the following questions and is providing a response:

2.1. Is the pre-bid mandatory?

Response: All potential bidders are **strongly** encouraged to attend the pre-bid conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.

Bidders should visit the site of the work at the pre-bid conference and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding.

2.2. How many existing intercoms stations are there?

Response: Paging speakers/call buttons – Six (6) that land in control box but seven (7) actual. 7th is in series with one other.

2.3. How many existing paging speakers are there?

Response: Paging speaker/scream alarms 52 But for clarification there are 26 other speakers that are for paging only. Of the 26 several are in series with each other so that only 19 pairs of wires come back to control box.

2.4. Are there any approved manufacturers for an intercom system?

Response: The County has not pre-approved any manufacturers.

2.5. How many conductors is the cabling from each intercom station?

Response: Conductors (2) wires to each speaker

2.6. The bid states the intercom system is not tied into the door locking control system. Is this functionality requested at this time?

Response: No

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 08-06MAR12 – Intercom System Replacement – Juvenile Justice Center receipt of which is hereby acknowledged:

Company Name: WirelessUSA
Address: 148 Welden Parkway
Maryland Heights, Mo 63043

Phone Number: 314 615 3100 Fax Number: 314 615 3055

E-mail address: TIM.SHANAHAN@WIRELESSUSA.COM

Authorized Representative Signature: Tim Shanahan Date: 3-5-12

Authorized Representative Printed Name: TIM SHANAHAN

6. Revised Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: Wireless USA

Address: 148 Weldon Parkway
Maryland Heights Mo 63043

Telephone: 314 615 3100 Fax: 314 615 3855

Federal Tax ID (or Social Security #): _____

Print Name: TIM SHANAHAN Title: Project Manager/Safety Manager

Signature: [Signature] Date: 3-5-12

E-Mail Address: tim.shanahan@wirelessusa.com

Pricing – The County is providing this Response Form for pricing to be detailed. If this Response Form doesn't capture all costs, Offeror shall attach a listing of all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

Note: The County will award either the Base Bid or Option 1.

6.1. Pricing

Unit Price

Base Bid:

6.1.1. **Equipment Total – (Base Bid)** \$ _____

6.1.2. **Full Service Maintenance:** Offeror's proposal response shall state if a maintenance/service contract is available **for Base Bid** and clearly describe the service contract. Is a maintenance agreement available? yes no

Maintenance (Base Bid):

- a. Date of installation through December 31, 2012 \$ _____
- b. January 1, 2013 – December 31, 2013 \$ _____
- c. January 1, 2014 – December 31, 2014 \$ _____
- d. January 1, 2015 – December 31, 2015 \$ _____
- e. January 1, 2016 – December 31, 2016 \$ _____
- f. January 1, 2017 – December 31, 2017 \$ _____

6.1.3. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed for Base Bid.

Option 1

6.1.4. **Option 1: Using existing rack for head end – equipment total** \$ _____

6.1.4. **Full Service Maintenance:** Offeror's proposal response shall state if a maintenance/service contract is available for **Option 1** and clearly describe the service contract. Is a maintenance agreement available? yes no

Maintenance: (Option 1):

- a. **Date of installation through December 31, 2012** \$ _____
- b. **January 1, 2013 – December 31, 2013** \$ _____
- c. **January 1, 2014 – December 31, 2014** \$ _____
- d. **January 1, 2015 – December 31, 2015** \$ _____
- e. **January 1, 2016 – December 31, 2016** \$ _____
- f. **January 1, 2017 – December 31, 2017** \$ _____

6.1.5. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed for **Option 1**.

6.1.6. **List all Sub-Contractors that will be utilized on this project:**

6.1.7. Describe warranty on equipment and labor:

6.1.8. List any deviations to the original specifications:

6.1.9. Training shall be provided to Boone County staff within 1 days of installation.

6.1.10. State date that pricing is firm through for the equipment proposed in your proposal response:

60 DAYS, APR 5, 2012

6.1.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No

6.1.12. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name: TIM SHANAHAN
Organization: Wireless USA
Address: 148 Weiden Parkway Maryland Heights, MO 63043
E-mail: TIM.SHANAHAN@WIRELESSUSA.COM
Phone Number: ~~615 314 6153~~ 314 615 3100
Fax: 314 615 3055

6.1.13. **Identification of Bidders/Offerors:** How were you notified or heard about this bid/proposal?

newspaper advertisement

Boone County Electronic Bid Notification

other, please list: _____

(Please complete and return with Proposal Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Tim SHANAHAN Project/Safety Manager
Name and Title of Authorized Representative

Tim Shanahan 3-1-2012
Signature Date

STATEMENT OF OFFEROR'S QUALIFICATIONS

(File with Response Form)

1. Number of years in business: 50 If not under present firm name, list previous firm names and types of organizations.

St. Louis Electronics, Inc.

2. Contracts on hand: (Complete the following schedule)

Percent Item Completed	Purchaser	Amount of Contract
3%	<u>Ritenour School District</u>	<u>\$162,000.00</u>
100%	<u>Northeast Missouri Electric Co-op</u>	<u>\$202,000.00</u>
100%	<u>Alton School District</u>	<u>\$109,000.00</u>

3. General type of product sold and manufactured:

Video Surveillance / Access Control

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: 0

(b) Description of defaulted contracts and reason therefore:

5. List banking references:

Enterprise Bank and TRUST
(Contact) John Meek 314 512 7208

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes _____

No X

Dated at 3-2-2012

this 2nd day of March, 20 12.

Wireless USA
Name of Organization(s)

By [Signature]
(Signature)

Project Manager / Safety Manager
(Title of person signing)

WirelessUSA

Reference List

FLORISSANT POLICE DEPT
955 ST FRANCOIS
FORISSANT MO Zip: 63031
314-839-7617

CENTRAL COUNTY 911
22 WEIS AVENUE
ELLISVILLE, MO Zip: 63011-2141
314-394-5443

WASHINGTON UNIV POLICE DEPT.
1 BROOKINGS DRIVE
CAMPUS BOX 1038
ST LOUIS, MO Zip: 63130
314- 889-5555

CLAYTON POLICE DEPARTMENT
227 S CENTRAL AVE
CLAYTON MO Zip: 63105
314-746-0406

FERGUSON POLICE DEPT
222 S FLORISSANT RD
FERGUSON, MO Zip: 63135
314-524-5269

*Sgt Michael Wood
314-522-3100
ext. 5278*

ST JOHN LUTHERAN CHURCH
15800 MANCHESTER RD
ELLISVILLE , MO Zip: 63011
636-394-4100

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: *Floissant Police Dept.*
Address: *955 ST. FRANCOIS
Floissant, Mo. 63031*
Contact Name: *Chief of Police*
Telephone Number: *314-839-7617*

*Captain Sean Fagan
314-830-6014*

Date of Contract:
Length of Contract: *T AND M*

Description of Prior Services (include dates):

*Maintenance - Installation of all two-way radio, Dispatch console,
Recording Equipment, Inter-Com, and PA System*

2. Prior Services Performed for:

Company Name: *CENTRAL COUNTY 911*
Address: *22 Weis Ave Ellisville, Mo. 63011*
Contact Name: *MICHAEL TURNER*
Telephone Number: *314 394 5443*

Date of Contract:
Length of Contract: *YEAR TO YEAR*

Description of Prior Services (include dates):

*MAINTENANCE + INSTALLATION OF ALL TWO-WAY RADIO,
Dispatch Console, 911 Center, recording, inter-com and
PA SYSTEM*

3. Prior Services Performed for:

Company Name: *Washington University Police Dept*
Address: *1 Brookings Drive ST. LEUIS MO 63130*
Contact Name: *GWEN*
Telephone Number: *314-935-5555*

Date of Contract: *1993*
Length of Contract: *YEAR TO YEAR*

Description of Prior Services (include dates):

*MAINTENANCE AND INSTALLATION OF ALL TWO-WAY
RADIO, Dispatch console, recording, inter-com
AND PA system equipment*



148 Weldon Parkway · Maryland Heights, MO. 63043

PROFILE –

WirelessUSA (formerly St. Louis Electronics) has been designing, selling, and supporting Motorola two-way products, In Building Cellular Enhancement systems, Communication Consoles, CCTV products, Door Access Products, Moscad and Scada products, Emergency 911 Systems and Emergency Outdoor Warning Siren Systems since 1962.

WirelessUSA has designed, installed, optimized and maintained security systems and/ or communications systems for agencies that include the Missouri State Highway Patrol, the St. Louis Police Department, the St. Louis County Police Department, the Federal Bureau of Investigation, the Drug Enforcement Agency, Scott Air Force Base, the Missouri Air National Guard, Lambert – St. Louis International Airport, the Conoco – Phillips Refinery, the Pfizer Corporation, the General Mills Corporation, the Monsanto Corporation, the Mallinckrodt Corporation, Washington University, the Kraft Foods Corporation, Six Flags, and the General Motors Corporation.

WirelessUSA employs 36 full time Service Technicians and 14 full time System Installers. All WirelessUSA technicians are ETA Certified by the Electronic Technician Association whose responsibility is to measure the competencies of individuals working in the electronic field. ETA models its electronics certification exams after international competency standards. ETA is a member of the International Certification Accreditation Council (ICAC), which audits ETA's programs every five years. This ETA certification insures that the technicians of WirelessUSA are the most knowledgeable in their field and trained to provide the best electronic service in the area.

WirelessUSA has eight service locations in eastern Missouri and Central Illinois. All eight locations have been certified by the Certified Service Center Agency which awards this certification only after a thorough study and evaluation of a company's quality of workmanship,

professional business practices, proper test equipment, correct levels of insurance, skilled personnel, a professional facility, qualified service management, and a dedication to prompt and professional customer service. WirelessUSA is proud to meet every one of the above mentioned qualifications. WirelessUSA is a in IBEW local 1 union.

WirelessUSA is also a Premier Service Partner for Motorola. This is the highest level of service relationship with Motorola. It represents the greatest level of Motorola/Service agreement and interdependence. Motorola Service who attain this level have demonstrated consistent capabilities in performance, personnel, and commitment to Motorola products and services. WirelessUSA is the only Premier Service Partner in the Metropolitan St. Louis area and the surrounding counties. This level of service qualification insures WirelessUSA has access to Motorola Technical Training, Motorola Product schematics and manuals, and the highest levels of Motorola Technical Support at no additional cost to WirelessUSA. To maintain the level of Premier Service Partner WirelessUSA must continue to meet Technician Certification levels as well as Service Center Certification levels. WirelessUSA must also submit and keep current all minimum levels of Insurance, test equipment calibrations, and EH&S documentation.

WirelessUSA Field Service Technicians are available for emergency callout on a 24/7 basis. WirelessUSA Service Managers and technical personnel are available by telephone, e-mail, and voice mail and are dispatched via our large network of two-way radio infrastructure. After hours, technical personnel who are on call carry pagers and cellular telephones and are dispatched by an after-hours emergency answering service. The technician on call also has the ability to call out additional personnel as circumstances dictate. At present WirelessUSA maintains over 27,000 pieces of communications equipment under a service agreement. These customers have selected WirelessUSA because of our broad range of technical resources as well as our ability to respond quickly to critical communications system outages, thereby minimizing our customers downtime.

As you can see, WirelessUSA has positioned itself to be one of the premier communication and security sales and service organizations in the St. Louis area. We take great pride in our history and reputation as being one of the best when it comes to meeting our customers communication and security needs and we continue to strive to be even better.



148 Weldon Parkway · Maryland Heights, MO. 63043

Service and Support -

WirelessUSA employs twelve (12) field service technicians. These technicians respond to service calls on a daily basis. All WirelessUSA technicians are ETA certified by the Electronic Technician Association. This insures that the technicians working for WirelessUSA have a strong foundation in electronic theory and practical experience. These highly trained technicians will be responding to your service requests during the warranty period and after the warranty expires. WirelessUSA will respond to critical system outages within four (4) hours and non critical system outages will be responded to the next business day.

During the warranty period all parts and labor are covered except for physical , water or electrical damage or other Acts of God. After the warranty period is over, a service contract will be made available that will continue to cover all parts and labor associated with the repair of your security system. If you choose not to purchase the service agreement, the repair of your security system will be provided on a Time and Material basis. WirelessUSA's current charges associated with a service call is \$ 88.00 per hour plus parts.

WirelessUSA's fleet of service vehicles consists of twelve (12) service vans and ten (10) installation vans. These vehicles are stocked and equipped to handle most calls without having to return to the service center for parts.

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

March 22, 2012

Wireless USA
Attn: Tim Shanahan
148 Weldon Parkway
Maryland heights, MO 63043

E-mail: tims@wirelessusa.com

RE: Clarification / Best & Final Offer #1 to 08-06MAR12 – *Intercom System Replacement*

Dear Mr. Shanahan:

In accordance with section 4.1.2. of RFP number 08-06MAR12 – *Intercom System Replacement*, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with Wireless USA.

The attached Clarification / Best and Final Offer Form includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification / Best and Final Offer response.

As a result of this request for Clarification / Best and Final Offer #1, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request may be your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to respond to this BAFO by 4:00 p.m. Thursday, March 29, 2012 by U.S. mail or e-mail to mbobbitt@boonecountymo.org.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this BAFO request, please call (573) 886-4391 or e-mail Mbobbitt@boonecountymmo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Melinda Bobbitt". The signature is written in a cursive style with a large initial "M".

Melinda Bobbitt, CPPB
Director of Purchasing

cc: Evaluation Team
Proposal File

Attachments: Clarification / Best and Final Offer (BAFO) Form #1

BOONE COUNTY - MISSOURI

PROPOSAL NUMER AND DESCRIPTION: *08-06MAR12 – Intercom System Replacement*

CLARIFICATION / BEST AND FINAL OFFER FORM #1

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents.

Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before **4:00 p.m. Thursday, March 29, 2012** by U.S. mail or E-mail.

I. CLARIFICATION – please provide a response to the following requests.

- 1) Please provide a break-out of the equipment with model numbers and pricing for the Base Bid total of \$16,375.00 and revised pricing to only include two (2) administrative phones and one (1) non-administrative phone.
- 2) The original RFP requested maintenance pricing from Date of Installation through December 31, 2012. Now that we're further into 2012, \$1,950 appears excessive considering that your proposal includes warranty of parts for one year and warranty of labor for 60 days. Please provide maintenance pricing for July 1, 2012 through December 31, 2012.
- 3) Does the County have the option to not award maintenance for 2012 and to start the maintenance on January 1, 2013 for your proposed pricing of \$2,600?
- 4) The County is still \$4,400 over budget with your original proposed pricing. Your e-mail on March 20, 2012 suggested that you might be able to propose alternatives that would be less costly. Please describe your recommended alternatives in your response to this BAFO.

In compliance with this BAFO request, the Offeror agrees to furnish the services, equipment, supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 08-06MAR12 – Intercom System Replacement - Juvenile Justice Center

ADDENDUM #2 - Issued February 24, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **must** be acknowledged and submitted with Bidder's *Revised Response/Pricing Page*.

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

1. Replace the *Response / Pricing Page* within the RFP with the attached *Revised Response/Pricing Page* dated February 24, 2012.
2. Note: The scream interface card is being added as a separate line item to the *Response / Pricing Page* since it is not a standard intercom item. The County is not seeking VOX. TSK Electronics is an approved vendor for the scream interface card.
3. The County received the following questions and is providing a response:
 - 2.1. Addendum #1, question 2.5. I understand the question and answer as asked. But I would like to know if there are any unused conductors in the cabling?
Response: Not to our knowledge.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid # **08-06MAR12 – Intercom System Replacement – Juvenile Justice Center** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

6. Revised Response/Pricing Page dated February 24, 2012

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

Pricing – The County is providing this Response Form for pricing to be detailed. If this Response Form doesn't capture all costs, Offeror shall attach a listing of all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

Note: The County will award either the Base Bid or Option 1. The County may also award the Alternate Bid based on the County's need and the bid price received following evaluation of the proposal responses received.

6.1. Pricing

Unit Price

Base Bid:

6.1.1. **Equipment Total – (Base Bid)** \$ _____

6.1.2. **Scream Interface Card – enough to handle 52 individual zones** \$ _____

6.1.3. **Full Service Maintenance:** Offeror's proposal response shall state if a maintenance/service contract is available for **Base Bid** and clearly describe the service contract. Is a maintenance agreement available? yes no

Maintenance (Base Bid):

- a. **Date of installation through December 31, 2012** \$ _____
- b. **January 1, 2013 – December 31, 2013** \$ _____
- c. **January 1, 2014 – December 31, 2014** \$ _____
- d. **January 1, 2015 – December 31, 2015** \$ _____

e. January 1, 2016 – December 31, 2016

\$ _____

f. January 1, 2017 – December 31, 2017

\$ _____

6.1.4. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed for Base Bid.

Option 1

6.1.5. **Option 1: Using existing rack for head end – equipment total** \$ _____

6.1.4. **Scream Interface Card – enough to handle 52 individual zones** \$ _____

6.1.6. **Full Service Maintenance:** Offeror’s proposal response shall state if a maintenance/service contract is available for **Option 1** and clearly describe the service contract. Is a maintenance agreement available? ____yes ____ no

Maintenance: (Option 1):

- a. Date of installation through December 31, 2012 \$ _____
- b. January 1, 2013 – December 31, 2013 \$ _____
- c. January 1, 2014 – December 31, 2014 \$ _____
- d. January 1, 2015 – December 31, 2015 \$ _____
- e. January 1, 2016 – December 31, 2016 \$ _____
- f. January 1, 2017 – December 31, 2017 \$ _____

6.1.6. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed for **Option 1**.

Alternate 1

6.1.7. **Interface into existing Nortel Phone system** \$ _____

6.1.7. **List all Sub-Contractors that will be utilized on this project:**

6.1.8. Describe warranty on equipment and labor:

6.1.9. List any deviations to the original specifications:

6.1.10. Training shall be provided to Boone County staff within _____ days of installation.

6.1.11. State date that pricing is firm through for the equipment proposed in your proposal response:

6.1.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? ____ Yes ____ No

6.1.13. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

- Name:**
- Organization:**
- Address:**
- E-mail:**
- Phone Number:**
- Fax:**

6.1.14. **Identification of Bidders/Offerors:** How were you notified or heard about this bid/proposal?

- newspaper advertisement
- Boone County Electronic Bid Notification
- other, please list: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 08-06MAR12 – Intercom System Replacement - Juvenile Justice Center

ADDENDUM #1 - Issued February 16, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **must** be acknowledged and submitted with Bidder's *Revised Response/Pricing Page*.

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

1. Replace the *Response / Pricing Page* within the RFP with the attached *Revised Response/Pricing Page*.
2. The County received the following questions and is providing a response:

2.1. Is the pre-bid mandatory?

Response: All potential bidders are **strongly** encouraged to attend the pre-bid conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.

Bidders should visit the site of the work at the pre-bid conference and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding.

2.2. How many existing intercoms stations are there?

Response: Paging speakers/call buttons – Six (6) that land in control box but seven (7) actual. 7th is in series with one other.

2.3. How many existing paging speakers are there?

Response: Paging speaker/scream alarms 52 But for clarification there are 26 other speakers that are for paging only. Of the 26 several are in series with each other so that only 19 pairs of wires come back to control box.

2.4. Are there any approved manufacturers for an intercom system?

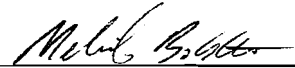
Response: The County has not pre-approved any manufacturers.

2.5. How many conductors is the cabling from each intercom station?

Response: Conductors (2) wires to each speaker

2.6. The bid states the intercom system is not tied into the door locking control system. Is this functionality requested at this time?

Response: No

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # **08-06MAR12 – Intercom System Replacement – Juvenile Justice Center** receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

6. Revised Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

Pricing – The County is providing this Response Form for pricing to be detailed. If this Response Form doesn't capture all costs, Offeror shall attach a listing of all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

Note: The County will award either the Base Bid or Option 1.

6.1. Pricing

Unit Price

Base Bid:

6.1.1. **Equipment Total – (Base Bid)** \$ _____

6.1.2. **Full Service Maintenance:** Offeror's proposal response shall state if a maintenance/service contract is available for **Base Bid** and clearly describe the service contract. Is a maintenance agreement available? ____yes ____ no

Maintenance (Base Bid):

- a. **Date of installation through December 31, 2012** \$ _____
- b. **January 1, 2013 – December 31, 2013** \$ _____
- c. **January 1, 2014 – December 31, 2014** \$ _____
- d. **January 1, 2015 – December 31, 2015** \$ _____
- e. **January 1, 2016 – December 31, 2016** \$ _____
- f. **January 1, 2017 – December 31, 2017** \$ _____

6.1.3. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed for Base Bid.

Option 1

6.1.4. **Option 1: Using existing rack for head end – equipment total** \$ _____

6.1.4. **Full Service Maintenance:** Offeror's proposal response shall state if a maintenance/service contract is available for **Option 1** and clearly describe the service contract. Is a maintenance agreement available? ____yes ____ no

Maintenance: (Option 1):

- a. Date of installation through December 31, 2012 \$ _____
- b. January 1, 2013 – December 31, 2013 \$ _____
- c. January 1, 2014 – December 31, 2014 \$ _____
- d. January 1, 2015 – December 31, 2015 \$ _____
- e. January 1, 2016 – December 31, 2016 \$ _____
- f. January 1, 2017 – December 31, 2017 \$ _____

6.1.5. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed for **Option 1**.

6.1.6. **List all Sub-Contractors that will be utilized on this project:**

6.1.7. Describe warranty on equipment and labor:

6.1.8. List any deviations to the original specifications:

6.1.9. Training shall be provided to Boone County staff within _____ days of installation.

6.1.10. State date that pricing is firm through for the equipment proposed in your proposal response:

_____.

6.1.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No

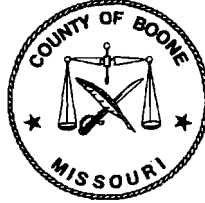
6.1.12. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

- Name:**
- Organization:**
- Address:**
- E-mail:**
- Phone Number:**
- Fax:**

6.1.13. Identification of Bidders/Offerors: How were you notified or heard about this bid/proposal?

- newspaper advertisement
- Boone County Electronic Bid Notification
- other, please list: _____

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
INTERCOM SYSTEM REPLACEMENT FOR THE
JUVENILE JUSTICE CENTER**

**RFP #08-06MAR12
Release Date: February 9, 2012**

**Submittal Deadline:
March 6, 2012
not later than 10:30 a.m. Central Time**

**PRE-PROPOSAL CONFERENCE
Thursday, February 23, 2012
10:30 a.m. Central Time
Location: Juvenile Justice Center
5665 N. Roger Wilson Drive
Columbia, MO 65201**

**Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 08-06MAR12 – InterCom System Replacement for the Juvenile Justice Center

Sealed proposals will be accepted until **10:30 a.m. on Tuesday, March 6, 2012** in the Boone County Purchasing Office, Room 110, 613 E. Ash Street, Columbia, MO 65201.

A pre-proposal conference has been scheduled for Thursday, February 23, 2012, at 10:30 A.M. at the Juvenile Justice Center, 5665 N. Roger Wilson Drive, Columbia, Missouri.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org or can be obtained on our web page: <http://www.showmeboone.com>.

Melinda Bobbitt, CPPB
Director of Purchasing

Insertion: Friday, February 10, 2012
COLUMBIA MISSOURIAN



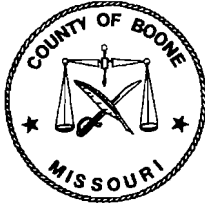
1. INTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

a) **Proposal Closing:** All proposals shall be **delivered before 10:30 A.M., Central Time, on Tuesday, March 6, 2012** to:

Boone County Purchasing Department
Melinda Bobbitt, CPPB, Director
613 E. Ash Street, Room 110
Columbia, Missouri 65201

- b) The County will not accept any proposals received after 10:30 A.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and four (4) copies of the proposal (total of five). Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at www.showmeboone.com, then select "Purchasing", then "Current Bid Opportunities".



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **08-06MAR12 – InterCom System Replacement for the Juvenile Justice Center** as set forth herein.

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

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Contract Terms and Conditions for Awarded Contractor
- 5) Proposal Submission Information
- 6) Response/Pricing Page
- 7) Work Authorization Certification
- 8) Debarment Certification
- 9) Contract Standard Terms and Conditions
- 10) Prior Experience
- 11) Statement of Offeror's Qualifications
- 12) Diagram of Existing Device Placements
- 13) Prevailing Wage Order #18 with Excessive Unemployment
- 14) "No Bid" Response Form

2.2. Guideline for Written Questions:

2.2.1 **All questions** regarding this Request for Proposal should be submitted in writing no later than **1:00 p.m., March 1, 2012**. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

- a. Melinda Bobbitt, CPPB
Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

2.3. Pre-Proposal Conference

- 2.3.1. To assist interested Offerors in preparing a thorough proposal, a pre-proposal conference has been scheduled for **Thursday, February 23, 2011, at 10:30 a.m.** in the Juvenile Justice Center, 5665 N. Roger Wilson Drive, Columbia, Missouri 65201.
- 2.3.2. All potential Offerors are encouraged to attend this conference in order to ask questions and provide comment on the Request for Proposal. Attendance is not mandatory to submit a response; however, Offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 2.3.3. Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.



3. SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as *the County*, hereby solicits formal written proposals from qualified Offerors to provide the furnishing, delivery, installation, set-up, one time checkout of intercom system, training and maintenance for **Replacement of Existing Intercom Headend System** for the Juvenile Justice Center located in Columbia, Missouri.

3.2. Background Information:

3.2.1. The existing system is a Multicom 2000 that was purchased in 1995. It does not connect to the locking control system.

3.2.3. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>

3.2.4. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

3.3. Scope of Services: The successful Offeror shall furnish, deliver, install, set-up, provide one time checkout of intercom system, training and maintenance for replacement of existing Intercom Headend System for the Juvenile Justice Center. The **Base Bid** is for replacement of existing head end, with three new administrative phones (or two (2) administrative phones and one (1) non-administrative phone) and new equipment rack. **Option 1 Bid** is for replacement of existing head end with three new administrative phones (or two (2) administrative phones and one (1) non-administrative phone) and use of the existing equipment rack.

3.4. Equipment General Requirements. The following is provided as example and for informational purpose. The Offeror is required to view the site and prepare and submit a Request for Proposal including their recommendation of requirements and equipment.

3.4.1. Headend Equipment

3.4.1.1. one (1) package, Talkback, 72 point, 25 Volt, Rack Mount, 5.0 Rev

3.4.1.2. three (3) administrative phones or two (2) administrative phones and one (1) non administrative phone

3.4.2. Racks/Enclosures:

3.4.2.1. one (1) Rack, Desktop, 10U, 18" Deep, Black

3.4.3. Main Distribution Frame:

3.4.3.1. one (1) Cabinet, Equipment, 16" X 48", Max. 9 blocks

3.4.4. CPU Connection Parts:

3.4.4.1. two (2) Standoff, 89B Bracket, for 66 blocks

- 3.4.4.2. two (2) Block, Punch, 66 M150
- 3.4.4.3. five (5) 25 PR, Male-Female, 5' Cable Connector
- 3.4.4.4. two (2) Jack, Surface, 3 Pair, Modular

3.4.5. Cable:

- 3.4.5.1. one (1) 4 pair, 24 AWG, Solid, Category 3 Plenum Cable

3.5. System shall have a scream alarm card(s) in the main system to control 52 rooms.

3.5.1. County will provide a list at our pre-proposal conference of the alarms with their corresponding locations and identify which have scream alarms. This list will also be sent out in the form of an addendum following the pre-proposal conference.

3.6. All existing speakers, scream alarms and call-in devices will be re-used.

3.7. Attached for informational purpose is a diagram of existing device placements at the Juvenile Justice Center.

3.8. **Option 1:** Propose an option for using existing rack for head end. Please provide time frame associated with this option on the Response Form.

3.9. **Or Equal:** Offeror shall propose acceptable model or an approved equal for any proposed equipment. Determination of equality is solely Boone County's responsibility and will be done during our evaluation of the proposal responses received.

3.10. **Insurance Requirements:** The vendor receiving a contract award shall provide an Insurance Certificate to the Purchasing Department at time of contract execution with the following levels of insurance.

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

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

3.10.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The

amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

3.10.4. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

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

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

3.12. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

3.13. Warranty and Guarantee: Offeror shall submit with their proposal response a complete description of any and all warranties offered as part of the resulting contract.

At a minimum, Offeror agrees to unconditionally guarantee all equipment against defect in material, workmanship and performance for a period of one year from the date of acceptance by the county, unless otherwise specified.

3.14. Manuals: The Contractor must supply the user documentation/operating manuals necessary to operate the equipment/software provided.

3.15. Electrical Requirements: The County expects all equipment furnished under the terms of a purchase agreement to operate on standard building current. Offerors may make an appointment with the Juvenile Justice Center Representative prior to the scheduled RFP closing to test the current at the potential equipment location, to determine if their equipment will operate successfully.

3.16. Delivery and Installation: Firm delivery and installation schedules are essential in the performance of the contract to be awarded hereunder. Offerors shall set forth in their proposal

the number of days in which delivery and installation will be fully complete in strict accordance with the specifications on the Response/Pricing Page. A timely delivery schedule with an immediate installation and training schedule shall be stated on the Response Page. Delivery date should be within thirty days from date of purchase order unless stated otherwise.

Note: Contractor shall not ship or install equipment without a properly executed purchase order.

3.17. Delivery Terms: FOB Destination with Inside Delivery to designated room. All deliveries shall be made FOB Destination with freight charges included and prepaid. The seller pays and bears the freight charges.

3.18. Billing and Payment: All invoices must be submitted to the Boone County Juvenile Justice Center, 5665 N. Roger Wilson Drive, Columbia, MO 65201. Payment will be made within 30 days after receipt of a correct and valid invoice following installation and acceptance of equipment. Purchase Order number should appear on invoice.

3.19. Prevailing Wage: PREVAILING WAGE RATES – The contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current prevailing wage order #18 with Excessive Unemployment in Effect is to be used.** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The current prevailing wage is available on our website at www.showmeboone.com/purchasing .

3.20. OSHA: Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law **and OSHA Training Requirements**.

3.20.1. OSHA PROGRAM REQUIREMENTS

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

3.20.2. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program.

3.20.3. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

3.21. Overhead Power Line Safety Act: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims,

damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

3.22. SALES/USE TAX EXEMPTION – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.



4.0. CONTRACT TERMS AND CONDITIONS FOR AWARDED CONTRACTOR

4.1. **Contract Period:** The initial term of the resulting contract agreement for the proposed **equipment/software** from this Request for Proposal will begin at the time of contract award and end on the date supplied by the Offeror for firm pricing for equipment (on Response/Pricing Page). **The maintenance** portion of the Contract Agreement shall be from equipment installation through **December 31, 2012**. The maintenance agreement may be renewed by the Purchasing Director for up to an **additional five (5) one-year periods**. Maintenance prices are subject to adjustment thereafter, effective on the renewal date, and must remain firm through the end of the renewal period.

4.2. **Contract Documents:** The successful Offeror shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.

4.3. **Provisions for Termination:** The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.

4.3.1. Due to a material breach of any term or condition of this agreement.

4.3.2. If in the opinion of Boone County, delivery of products / services are delayed or products / services delivered are not in conformity with the contract documents.

4.3.3. If appropriations are not made available and budgeted for in any calendar year.

4.3.4. Boone County 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 County.

4.4. In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.

4.5. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

4.6. Award will be made by written notification from the Purchasing Director. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.

4.7. Contractor agrees to furnish equipment and service, and to perform the delivery of equipment and service within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.

4.8. Contractor agrees to comply with all federal, state and local requirements, laws, rules and ordinances governing the particular service and equipment purchase required for the performance of the contract.

4.9. Contractor proposes and agrees to accept, as full compensation for furnished service, the price submitted in response to the RFP document or subsequent Best and Final Offer(s). All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within the quoted price. The County shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.

4.10. Contractor agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Director.

4.11. Contractor shall provide and install equipment that meets or exceeds the specifications contained in this RFP.

4.12. The Contractor must provide any additional equipment necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.

4.13. Attached Standard Terms and Conditions for Contracts shall apply to the contract award.



5. PROPOSAL SUBMISSION INFORMATION

5.1. RESPONSE TO PROPOSAL

5.1.1. Submission of Proposals:

5.1.1.1. When submitting a proposal, the Offeror should include the **original and four (4) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Melinda Bobbitt, CPPB, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

b. The proposal responses must be delivered no later than **10:30 a.m. on March 6, 2012**. Proposals will not be accepted after this date and time.

5.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal as described below and in section 5.1.4.

a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses shall fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

5.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

5.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from

specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

5.1.2. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 5.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 5.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- 5.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 5.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

5.1.3. Evaluation and Award Process:

5.1.3.1. Boone County will select an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

a. **Method of Performance:** available features; ease of use; warranty offered; suitability of purpose; quality; maintenance service proposed; timeliness of delivery and installation if applicable; or any other criteria identified by County.

b. **Experience/Expertise:**

c. **Cost:** equipment may be evaluated based on life cycle costs (such as energy consumption); maintenance costs; actual costs for equipment and/or software if applicable.

5.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

5.1.4. Evaluation:

- 5.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 5.1.4.2. The Offeror should provide the following information related to previous and current contracts of the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the reference form attached to this RFP or in a similar manner):
- a. Name, address, and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates and locations of the service/contract; and
 - c. A brief, written description of the specific equipment installed and prior services performed and requirements thereof.
- 5.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 5.1.4.4. Offeror must state if they are an authorized service representative for equipment proposed. Offeror shall provide a list of qualifications of the Offeror and/or the staff of the Offeror's organization who will be involved in providing service (if applicable). List shall include number of certified technicians.
- 5.1.4.5. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 5.1.4.6. Where the words "shall" or "must" are used, they signify a mandatory requirement and will heavily impact the Offeror's final response rating and will be used to determine responsiveness of Offeror.
- 5.1.4.7. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question may possess minimal impact on the Offeror's final response rating.
- 5.1.4.8. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these

numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

5.1.5. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals The County reserves the right, at its discretion, to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

5.1.6. Validity of Proposal Response:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.



6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

Pricing – The County is providing this Response Form for pricing to be detailed. If this Response Form doesn't capture all costs, Offeror shall attach a listing of all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

Note: The County will award either the Base Bid or Option 1.

6.1. Pricing

Unit Price

Base Bid:

6.1.1. **Equipment Total – (Base Bid)** \$ _____

6.1.2. **Full Service Maintenance:** Offeror's proposal response shall state if a maintenance/service contract is available for **Base Bid** and clearly describe the service contract. Is a maintenance agreement available? yes no

Maintenance (Base Bid):

a. Date of installation through December 31, 2012	\$ _____
b. January 1, 2013 – January 31, 2013	\$ _____
c. January 1, 2014 – January 31, 2014	\$ _____
d. January 1, 2015 – January 31, 2015	\$ _____
e. January 1, 2016 – January 31, 2016	\$ _____
f. January 1, 2017 – January 31, 2017	\$ _____

6.1.3. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed for Base Bid.

Option 1

6.1.4. **Option 1: Using existing rack for head end – equipment total** \$ _____

6.1.4. **Full Service Maintenance:** Offeror's proposal response shall state if a maintenance/service contract is available for **Option 1** and clearly describe the service contract. Is a maintenance agreement available? yes no

Maintenance: (Option 1):

- a. **Date of installation through December 31, 2012** \$ _____
- b. **January 1, 2013 – January 31, 2013** \$ _____
- c. **January 1, 2014 – January 31, 2014** \$ _____
- d. **January 1, 2015 – January 31, 2015** \$ _____
- e. **January 1, 2016 – January 31, 2016** \$ _____
- f. **January 1, 2017 – January 31, 2017** \$ _____

6.1.5. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed for **Option 1**.

6.1.6. **List all Sub-Contractors that will be utilized on this project:**

6.1.7. Describe warranty on equipment and labor:

6.1.8. List any deviations to the original specifications:

6.1.9. Training shall be provided to Boone County staff within _____ days of installation.

6.1.10. State date that pricing is firm through for the equipment proposed in your proposal response: _____.

6.1.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No

6.1.12. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name:
Organization:
Address:
E-mail:
Phone Number:
Fax:

6.1.13. Identification of Bidders/Offerors: How were you notified or heard about this bid/proposal? _____ newspaper advertisement

_____ Boone County Electronic Bid Notification

_____ other, please list: _____

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 Offeror awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

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

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

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

Additional information may be obtained from:

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

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

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

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:

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.

- _____ 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) 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

(Please complete and return with Proposal Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

CONTRACT STANDARD TERMS AND CONDITIONS

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. 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.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

16. 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.

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

STATEMENT OF OFFEROR'S QUALIFICATIONS

(File with Response Form)

1. Number of years in business: _____ If not under present firm name, list previous firm names and types of organizations.

2. Contracts on hand: (Complete the following schedule)

Percent Item Completed	Purchaser	Amount of Contract
---------------------------------------	------------------	-------------------------------

3. General type of product sold and manufactured:

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: _____

(b) Description of defaulted contracts and reason therefore:

5. List banking references:

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes _____

No _____

Dated at _____

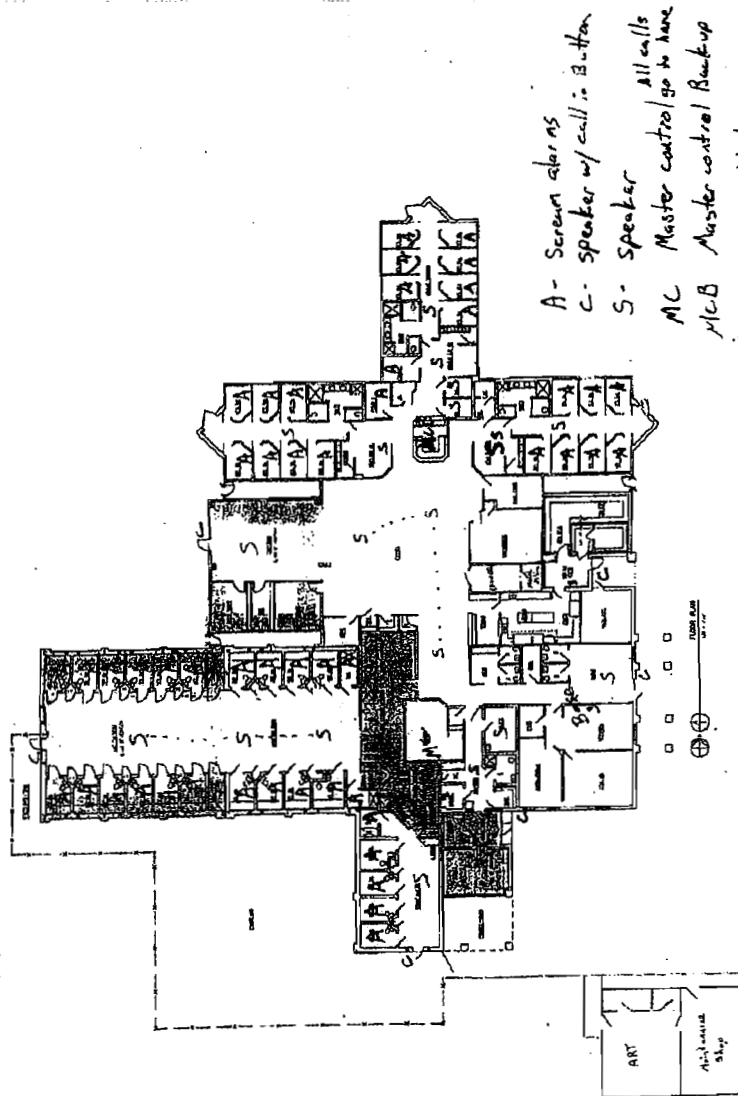
this _____ day of _____, 20 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)

Diagram of Existing Device Placements



- [Home](#)
- [Labor Standards](#)
- [Prevailing Wage](#)
- Excessive Unemployment

Excessive Unemployment and Restrictive States

"EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

During times of high unemployment, state law permits the Department's Division of Labor Standards to declare that excessive unemployment is in effect, allowing only workers from certain states to work on the Missouri's public works projects. Public works projects are construction projects funded wholly or partially from public funds, or are projects that benefit the public such as but not limited to schools, parks, fire houses, and government buildings. The excessive unemployment law does not apply to projects funded in part by Federal Funds.

Restrictive states have laws in place restricting Missouri workers to work on their public works projects. Workers from these states are also not allowed to work on Missouri's public works projects.

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. (See Sections 290.550 through 290.580 RSMo). To file a complaint against a contractor for employing a worker from one of the restrictive states below on a Missouri public works project, submit the [complaint form](#) online for the Division to investigate.

Restrictive States- workers from these states are NOT allowed to be employed on Missouri public works projects: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

Non-Restrictive States- workers from these states are allowed to be employed on Missouri public works projects: Alabama, Arkansas, Georgia, Hawaii, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 18

Section 010
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2011

Last Date Objections May Be Filed: April 11, 2011

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$30.76	55	60	\$18.11
Bollemaker			\$32.31	57	7	\$23.95
Bricklayers - Stone Mason			\$28.20	59	7	\$14.33
Carpenter	6/11		\$24.09	60	15	\$12.40
Cement Mason	6/11		\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.18	28	7	\$11.94 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$40.045	28	54	\$21.505
Operating Engineer						
Group I	6/11		\$25.81	85	88	\$21.43
Group II	6/11		\$25.81	86	88	\$21.43
Group III	6/11		\$24.56	86	88	\$21.43
Group III-A	6/11		\$25.81	86	88	\$21.43
Group IV	6/11		\$23.58	86	88	\$21.43
Group V	6/11		\$26.81	86	88	\$21.43
Pipe Fitter		b	\$34.00	91	69	\$21.43
Glazier		c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.36	42	44	\$10.94
First Semi-Skilled			\$22.36	42	44	\$10.94
Second Semi-Skilled			\$21.36	42	44	\$10.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Mitwright	6/11		\$23.09	60	18	\$12.35
Iron Worker			\$27.51	11	8	\$18.30
Painter	6/11		\$20.80	18	7	\$10.62
Plasterer			\$24.29	94	5	\$12.12
Plumber		b	\$34.00	91	89	\$21.43
Pile Driver	6/11		\$25.08	60	15	\$12.35
Roofer			\$27.90	12	4	\$12.89
Sheet Metal Worker			\$28.90	40	23	\$13.35
Sprinkler Fitter	6/11		\$30.84	33	19	\$17.00
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver - Teamster						
Group I	6/11		\$24.50	101	5	\$9.30
Group II	6/11		\$25.16	101	5	\$9.30
Group III	6/11		\$24.65	101	5	\$9.30
Group IV	6/11		\$25.18	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (673) 761-3403.

**Annual Incremental Increase

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 18

6/11

Building Construction Rates for
BOONE County Footnotes

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

b - All work over \$7 Mil. Total Mech. Contract - \$34.00, Fringes - \$21.43

All work under \$7 Mil. Total Mech. Contract - \$32.68, Fringes - \$16.04

c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 8%

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 6:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 8:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 8:00 a.m. and 8:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hours' pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 55: Means the regular work day shall be eight (8) hours between 8:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Milwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Milwright hourly wage rate plus fringe benefits. The regular work day starting at 6:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 6:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (1/2) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 8:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1 1/2) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1 1/2) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.00 per hour premium for seven and one-half (7 1/2) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1 1/2) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1 1/2) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1 1/2) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1 1/2) times the hourly wage rate.

**BOONE COUNTY
HOLIDAY SCHEDULE - BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is too paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 16: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

NO. 44: All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 64: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**BOONE COUNTY
HOLIDAY SCHEDULE - BUILDING CONSTRUCTION**

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

Heavy Construction Rates for
BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeymen	6/11	\$29.52	7	16	\$12.35
Millwright	6/11	\$29.52	7	16	\$12.35
Pile Driver Worker	6/11	\$29.52	7	16	\$12.35
OPERATING ENGINEER					
Group I	6/11	\$24.89	21	5	\$21.33
Group II	6/11	\$24.54	21	5	\$21.33
Group III	6/11	\$24.34	21	5	\$21.33
Group IV	6/11	\$20.69	21	5	\$21.33
Oilier-Driver	6/11	\$20.69	21	5	\$21.33
LABORER					
General Laborer	6/11	\$25.16	2	4	\$10.82
Skilled Laborer	6/11	\$25.78	7	16	\$10.82
TRUCK DRIVER - TEAMSTER					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

*Annual Incremental Increase

ANNUAL WAGE ORDER NO. 18

6/11

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four (10) Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 18: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Charlton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Rails, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly Rate	Fringe Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 8:00 a.m. and 6:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

UTILITY WORK

Occupational Title	Basic	Total
	Hourly Rate	Fringe Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

ANNUAL WAGE ORDER NO. 18

OUT STL AWO18.doc

3/11



"No Bid" Response Form

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

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

**RFP: 08-06MAR12 – InterCom System Replacement for the
Juvenile Justice Center**

Business Name: _____

Address: _____

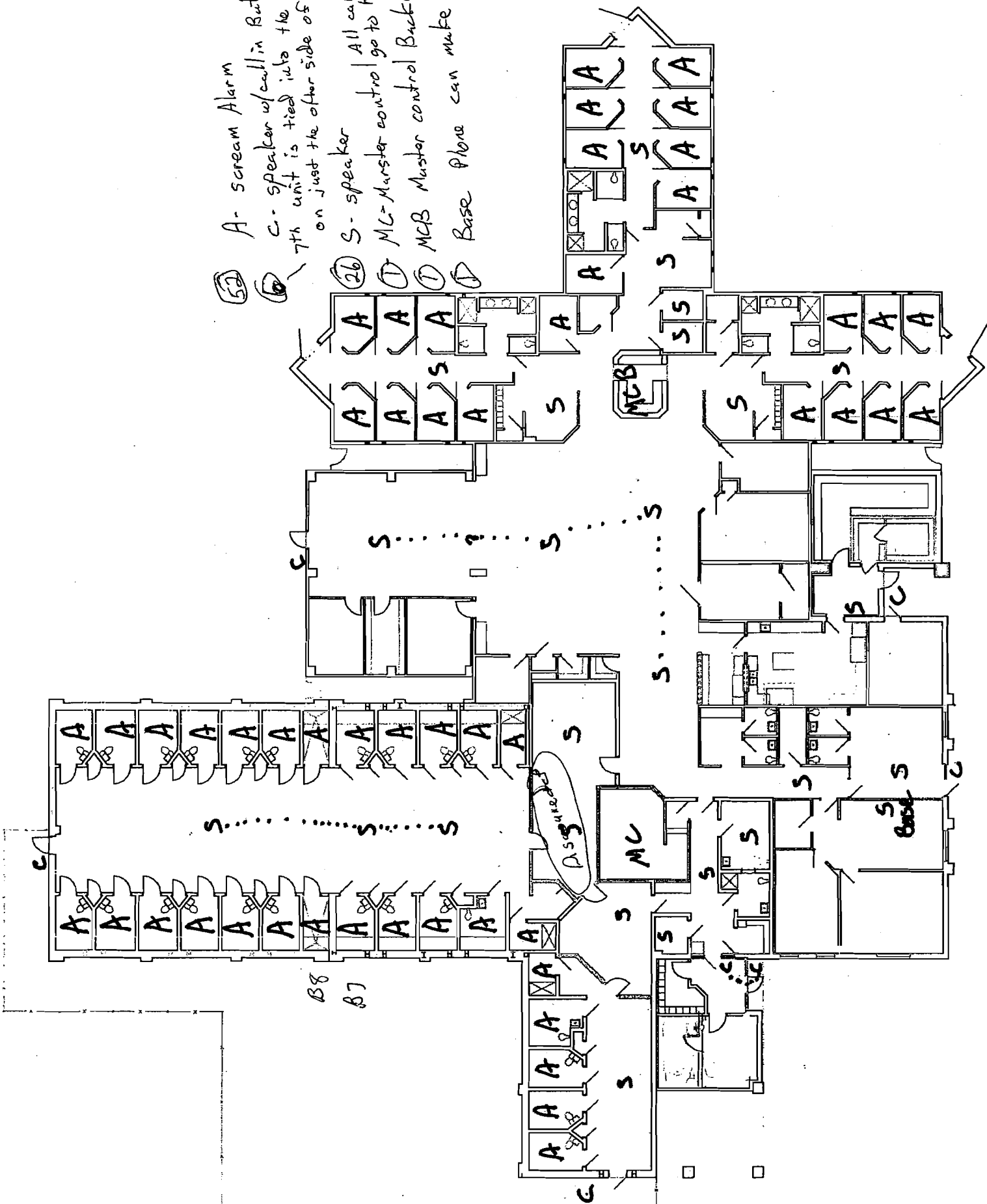
Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

- (5) A - scream Alarm
- (6) C - speaker w/ call in Button
7th unit is tied into the one on just the other side of door
- (26) S - speaker
MC - Muster control
MCB - Muster control Backup
Base Phone can make calls



1.1.1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chapman-Sander, Inc. P. O. Box 270010 St. Louis MO 63127-0010	CONTACT NAME:	
	PHONE (A/C, No, Ext): (314) 842-4040	FAX (A/C, No): (314) 842-0050
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Insurance Co.	
INSURED WIRELESSUSA, Inc. St. Louis Electronics 148 Weldon Parkway Maryland Heights MO 63043	INSURER B: Cincinnati Casualty Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Independent Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			CPP0829270	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CPA0829270	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CPP0829270	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			WC2122967	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Named Insured: WIRELESSUSA, Inc. dba St. Louis Electronics, Dechant Electronics, Electronic Industries, Team Electronics & St. Louis Electronics Communications Corp.

CERTIFICATE HOLDER (573) 886-4391 (573) 886-4390 Melinda Bobbitt, CPPB Boone County Purchasing 601 E. Walnut Room 208 Columbia MO 65201-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
----------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : wireless
State : MISSOURI

As of 29-Mar-2012 5:45 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 26th day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover a shortage in the Juvenile Justice Center's budget for a new intercom system:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1242	92300	Juvenile Justice Center	Replace Machine & Equip.		2,682.00
1123	86800	Emergency & Contingency Emergency	Emergency & Contingency Emergency	2,682.00	

Done this 26th day of April, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Skip Elkin

Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET *REVISION.* BOONE COUNTY, MISSOURI

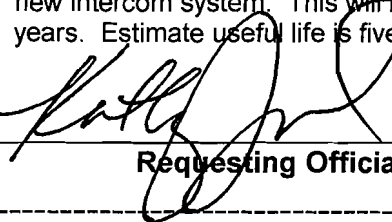
4/2/12

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	2	9	2	3	0	0	Juvenile Justice Center	Replace Machine & Equip.		\$2,682.00
1	1	2	3	8	6	8	0	0	Emergency & Contingency Emergency	Emergency & Contingency Emergency	\$2,682.00	

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): Transfer of funds from Emergency and Contingency Emergency to the Juvenile Justice Center to cover the shortage in the Juvenile Justice Center's budget for new intercom system. This will not have a budgetary impact for the remainder of this year or for the foreseen subsequent years. Estimate useful life is five years.


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

 Auditor's Office
 PRESIDING COMMISSIONER
 DISTRICT I COMMISSIONER
 DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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

Revised 04/02

**PURCHASE AGREEMENT FOR
Intercom System Replacement for the Juvenile Justice Center**

THIS AGREEMENT dated the _____ day of _____ 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **WirelessUSA** 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 an **Intercom System Replacement** in compliance with Request for Proposal number **08-06MAR12** with addendums, Clarification/Best & Final Offer #1, the Contractor's proposal response dated March 5, 2012 and Best and Final Offer Response dated March 26, 2012, executed by Tim Shanahan 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 proposal response may be permanently maintained in the County Purchasing Office contract file for this Request for Proposal if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Proposal with the County's Standard Terms and Conditions shall prevail and control over the Contractor's proposal response(s).
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish, deliver and install a new Bogen MutiCom Intercom System for \$14,649.34.
3. **Delivery and Installation** - The Contractor agrees to deliver and install the equipment within 34 calendar days after receipt of Purchase Order and Notice to Proceed.
4. **Billing and Payment** - All billing shall be invoiced to the Juvenile Justice Center and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt. Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or

MAINSCR BOONE

Core Budget Descriptions
View Only

ADJASON 09:22:04
4/16/12

Year 2012 Dept 1242 JUVENILE JUSTICE CENTER
Account 92300 REPLCMENT MACH & EQUIP

Finalized Y
CY Proj _____
Qty _____
Amount _____

Description

REPLACEMENT OF INTERCOM SYSTEM

11,968

NOTES

Total 11,968

Class 12,943 Class 2-8 190,754

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

Proposed Core	<u>Bottom</u>
Proposed Supplemental	<u>11,968</u>
Auditor Revisions	_____
Commission Revisions	_____
Total Budget	<u>11,968</u>

Cost 14,649.34 +
 Original Budget ~~1,968.00~~
 Amt. Needed 2,681.34 *

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

 April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 26th day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 13-09MAR12 – Corrections Uniforms Term and Supply to A Uniform Life. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26th day of April, 2012.

ATTEST:

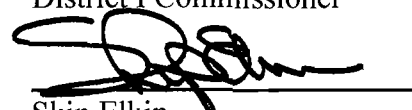
Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: April 5, 2012
RE: Bid Award Recommendation 13-09MAR12 – Corrections Uniforms Term and Supply

The bid for Corrections Uniforms Term and Supply closed on March 09, 2012. Twelve bids were received. Purchasing and the Boone County Sheriff Department recommend award to A Uniform Life for offering the lowest and best bid for Boone County.

This is a term and supply contract. Invoices for this contract will be paid from departments 1255 – Corrections and 2902 – Corrections LE Sales Tax, and account number 23300 – Uniforms. \$25,670.00 is budgeted for this contract.

Attached is the Bid Tabulation and a department Memo for your review.

ATT: Bid Tabulation
Department Memo

cc: Chad Martin / Leasa Quick, Sheriff Dept.

Boone County Purchasing

Tyson Boldan
Buyer



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

MEMORANDUM

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FROM: Tyson Boldan
DATE: April 5, 2012
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Attached is the Bid Tabulation and a department Memo for your review.

ATT: Bid Tabulation
Department Memo

cc: Chad Martin / Leasa Quick, Sheriff Dept.

Boone County Purchasing

Tyson Boldan,
Buyer



613 E. Ash St. Rm. 109
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Leasa Quick
Sheriff Department

FROM: Tyson Boldan,
Buyer

DATE: March 14, 2012

RE: Bid Award Recommendation – 13-09MAR12 – Corrections Uniforms Term and Supply

Attached is the bid tabulation for the twelve bid responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 1255, 2902

Account Number: 23300

Budgeted: \$ 20,000 + 5,670.00

Award by low bid to The Strong Group, Inc.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation). – Award to "A Uniformed Life" as Strong Group pulled their bid.

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation)

Administrative Authority Signature: 

Date: 4-3-12

**PURCHASE AGREEMENT
FOR
CORRECTIONS UNIFORMS TERM & SUPPLY**

THIS AGREEMENT dated the 16th day of April 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **A Uniform Life**, 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 **Corrections Uniforms Term & Supply**, County of Boone Request for Bid for **Corrections Uniforms Term & Supply**, bid number **13-09MAR12**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **March 06, 2012** and executed by **Danny Cartee** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchases Agreement. the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, the Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award and extend through December 31, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **corrections uniforms**. Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to Boone County Sheriff Department, 2121 County Dr. Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

A UNIFORM LIFE

BOONE COUNTY, MISSOURI

by *[Signature]*
 title Sales Associate
 address 2701 W. Edgewood
Jefferson City, MO 65109

by: Boone County Commission
[Signature]
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
 County Counselor

[Signature]
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature] by jj 1255, 2902/23300 Term and Supply
 Signature Date Appropriation Account
04/18/2012 No Encumbrance Required

4. **Response Form**

4.1. Company Name: A Uniformed Life
 4.2. Address: 2701 W. Edgewood Suite 107
 4.3. City/Zip: Jefferson City 65109
 4.4. Phone Number: 573-635-8702
 4.5. Fax Number: 573-635-8778
 4.6. E-Mail Address: dcartee@aulstore.com
 4.7. Federal Tax ID: 27-3427949

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

4.8. **PRICING**

NO SUBSTITUTIONS ALLOWED ON UNIFORMS DESCRIBED BELOW

Item #	Description	Unit Price	Qty	Extended Price
4.8.1.	Propper Lightweight Tactical Trouser Style #F5243--50 in accordance with Section 2.6.1.	\$ <u>28.66</u>	98	\$ <u>2,808.68</u>
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ <u>N/A</u>		
4.8.2.	Propper Tactical Trouser Style #F5212 in accordance with Section 2.6.1.	\$ <u>32.26</u>	98	\$ <u>3,161.48</u>
4.8.3.	Propper BDU Trouser Style #F5201 in accordance with Section 2.6.1.	\$ <u>23.87</u>	98	\$ <u>2,339.26</u>
4.8.4.	Propper Short-Sleeved Shirt Style #F5301 in accordance with Section 2.6.2.	\$ <u>21.47</u>	48	\$ <u>1,030.56</u>
4.8.4.1.	Propper Short-Sleeved Shirt Style #F5311 in accordance with Section 2.6.2.	\$ <u>27.46</u>	48	\$ <u>1,318.08</u>
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ <u>N/A</u>		
4.8.5.	Propper Long-Sleeved Shirt Style #F5302 in accordance with Section 2.6.2.	\$ <u>23.87</u>	48	\$ <u>1,145.76</u>
4.8.5.1.	Propper Long-Sleeved Shirt Style #F5312-50 in accordance with Section 2.6.2.	\$ <u>28.66</u>	48	\$ <u>1,375.68</u>
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ <u>N/A</u>		
4.8.6.	24-7/Series Tru-Spec Mens Pants Rip Stop Fabric	\$ <u>31.06</u>	48	\$ <u>1,490.88</u>
4.8.6.1.	24-7/Series Tru-Spec Womens Pants Rip Stop Fabric	\$ <u>31.06</u>	48	\$ <u>1,490.88</u>
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ <u>N/A</u>		
4.8.7.	TOTAL (FOR EXTENDED PRICE COLUMN)			\$ <u>16,161.26</u>

4.9. Delivery After Receipt of Order: 10 days

4.10. RENEWALS

4.10.1. Maximum % Increase 1st Renewal Period: 3 %

4.10.2. Maximum % Increase 2nd Renewal Period: 5 %


4.10.3. Maximum % Increase 3rd Renewal Period: 5 %

Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

4.11. Yes No

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.

4.12. Authorized Representative (Sign By Hand):

4.12.1. 
Type or Print Signed Name:

4.12.2. Danny Carter

4.12.3. Date: 3-6-12

Identification of Bidders/Offerors: How were you notified or heard about this bid/proposal? newspaper advertisement

4.13. Boone County Electronic Bid Notification
 other, please list: _____

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

County of Cole)
)ss
State of MO)

My name is Danny Carter. I am an authorized agent of A
Uniformed Lige (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

[Signature] 3-8-12
Affiant Date
Danny Carter
Printed Name

Subscribed and sworn to before me this 8th day of march, 2012.

[Signature]
Notary Public

DAWN R. CREMEANS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Cole
My Commission Expires 2/8/2015
Commission # 11424535

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.

- 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) 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.

D. Carter
Applicant

3-6-12
Date

Danny Carter
Printed Name

(Please complete and return with Contract)


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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Danny Cartee Sales Associate
Name and Title of Authorized Representative

 3-6-12
Signature Date



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

Request for Bid (RFB)

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

Bid Data

Bid Number: **13-09MAR12**
Commodity Title: **Corrections Uniforms Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday, March 09, 2012**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
613 E. Ash, Room 109
Columbia, MO 65201**
Directions: The Purchasing Office is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance.

Bid Opening

Day / Date: **Friday, March 09, 2012**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: **Boone County Johnson Building Conference Room
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Work Authorization Certification
Certification of Individual Bidder
Debarment Form
Standard Terms and Conditions
"No Bid" Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from the date of award through December 31, 2012 and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for **Correction's Officer Trousers and Short and Long-Sleeved Shirts.**
- 2.1.1. **Estimated Quantity** – The quantities indicated on the Response Form are **estimates only** and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County will not pay freight, etc. in addition to the price of the item.
- 2.6. **SCOPE OF SERVICES**
- 2.6.1. **Trousers:** The contractor shall provide black Lightweight Proper Tactical Trousers style #F543-50, #F5212, and #F5201. Style F5212, Sizes 28" – 54" Waist, Short, Regular, and Long. Style F5201 XS – 4X Short, Regular, and Long. Contractor must be able to supply all sizes. **NO SUBSTITUTIONS ALLOWED.**
- 2.6.1.1. All trousers must be battle Rip 65% polyester/35% cotton ripstop fabric.
- 2.6.2. **Shirts:** The contractor shall provide khaki Proper Short Sleeve Tactical Shirts Style #F5301 and #F5311-50. The contractor shall also provide Khaki Proper Long Sleeve Tactical Shirts Style #F5302 and #F5312-50. Contractor must be able to supply all sizes. **NO SUBSTITUTIONS ALLOWED.**
- 2.6.2.1. All shirts must be Battle Rip® 65% polyester/35% cotton ripstop fabric.
- 2.6.2.2. All shirts must be khaki in color.
- 2.7. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
- 2.7.1. Uniforms shall be guaranteed for one year against fraying, loose stitching and tearing under normal day to day use. If fraying, loose stitching, and or tearing occur under these circumstances, the contractor has 30 days in which to replace the defective uniform at no cost to the County.
- 2.7.2. All shirts and trousers must be shipped in individual packages bearing the specific officer's name on the outside of each package.
- 2.8. Sewing, embroidering or adding any kind of embellishment to the uniforms is not included in this bid.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn:

Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.

- 2.10. **DESIGNEE** – Boone County Sheriff's Department, 2121 County Drive, Columbia, Missouri 65202.
- 2.11. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymo.org.
- 2.12. **DELIVERY** - Boone County Sheriff's Department, 2121 County Drive, Columbia, Missouri 65202.
- 2.12.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. E-Mail Address: _____
- 4.7. Federal Tax ID: _____

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

4.8. PRICING

NO SUBSTITUTIONS ALLOWED ON UNIFORMS DESCRIBED BELOW

Item #	Description	Unit Price	Qty	Extended Price
4.8.1.	Propper Lightweight Tactical Trousers Style #F5243--50 in accordance with Section 2.6.1.	\$ _____	98	\$ _____
	Standard Oversize Charge (Cost Per Incremental Size over XXL) \$ _____			
4.8.2.	Propper Tactical Trousers Style #F5212 in accordance with Section 2.6.1.	\$ _____	98	\$ _____
4.8.3.	Propper BDU Trousers Style #F5201 in accordance with Section 2.6.1.	\$ _____	98	\$ _____
4.8.4.	Propper Short-Sleeved Shirt Style #F5301 in accordance with Section 2.6.2.	\$ _____	48	\$ _____
4.8.4.1.	Propper Short-Sleeved Shirt Style #F5311 in accordance with Section 2.6.2.	\$ _____	48	\$ _____
	Standard Oversize Charge (Cost Per Incremental Size over XXL) \$ _____			
4.8.5.	Propper Long-Sleeved Shirt Style #F5302 in accordance with Section 2.6.2.	\$ _____	48	\$ _____
4.8.5.1.	Propper Long-Sleeved Shirt Style #F5312-50 in accordance with Section 2.6.2.	\$ _____	48	\$ _____
	Standard Oversize Charge (Cost Per Incremental Size over XXL) \$ _____			
4.8.6.	24-7/7Series Tru-Spec Mens Pants Rip Stop Fabric	\$ _____	48	\$ _____
4.8.6.1.	24-7/7Series Tru-Spec Womens Pants Rip Stop Fabric	\$ _____	48	\$ _____
	Standard Oversize Charge (Cost Per Incremental Size over XXL) \$ _____			
4.8.7.	TOTAL (FOR EXTENDED PRICE COLUMN)			\$ _____

4.9. **Delivery After Receipt of Order:** _____

4.10. **RENEWALS**

4.10.1. Maximum % Increase 1st Renewal Period: _____ %

4.10.2. Maximum % Increase 2nd Renewal Period: _____ %

4.10.3. Maximum % Increase 3rd Renewal Period: _____ %

Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

4.11. _____ Yes _____ No

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.

4.12. Authorized Representative (Sign By Hand):

4.12.1. _____
Type or Print Signed Name:

4.12.2. _____

4.12.3. Date: _____

Identification of Bidders/Offerors: How were you notified or heard about this bid/proposal? _____
newspaper advertisement

4.13. _____ Boone County Electronic Bid Notification
_____ other, please list: _____

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

County of _____)
)ss
State of _____)

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

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

_____ Date
_____ Affiant
_____ Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

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.

- _____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) 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

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing

613 E. Ash, Room 109

Columbia, MO 65201

Tyson Boldan, Buyer

573/886-4392 - FAX 573/886-4390

Standard Terms and Conditions

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



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

“No Bid” Response Form

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 13-09MAR12 - Corrections Uniforms Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 26th day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the grant application by Boone County, Missouri for the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant in the amount of \$39,542, of which 60% will be split with the City of Columbia. It is further ordered the Presiding Commissioner is hereby authorized to sign said application.

Done this 26th day of April, 2012.

ATTEST:

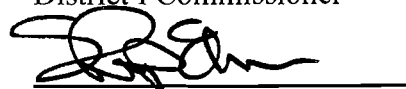
Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



The U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is pleased to announce that it is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2012 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2012 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/12jagallocations.html. For JAG program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff. In the District of Columbia or any United States Trust Territory, a unit of local government is any agency of the District of Columbia or federal government performing law enforcement functions for the District of Columbia or Trust Territories of the United States.

Deadline

Applicants must register in OJP's Grants Management System (GMS) prior to submitting application for this funding opportunity. Select the "Apply Online" button associated with the solicitation title. (See "How To Apply," page 14.) All registrations and applications are due by 8:00 p.m. eastern time on May 14, 2012. (See "Deadlines: Registration and Application," page 4.)

Contact Information

For technical assistance with submitting the application, contact the Grants Management System Support Hotline at 1-888-549-9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov.

Note: The GMS Support Hotline hours of operation are Monday-Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

Boone County Sheriff's Department and the Columbia Police Department

FY 2012 Edward Byrne Memorial Justice Assistance Grant: 2012-H1375-MO-DJ

Program Narrative:

This is a joint application on behalf of the County of Boone and the City of Columbia, Missouri. This application is submitted for the FY 2012 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation.

Since this is a joint application, the funding will support a variety of needs in Boone County, Missouri. This funding will be split two ways between the Boone County Sheriff's Department and the City of Columbia Police Department.

The County of Boone and the City of Columbia have entered into an agreement as certified disparate jurisdictions to divide the grant funds in a 40/60-split manner. The County of Boone, specifically the Sheriff's Department, has agreed to apply for the grant on behalf of both entities. Pursuant to this agreement, the County of Boone will receive \$15,816.80 (40%) of the total \$39,542.00 local award. The City of Columbia will receive the balance of \$23,725.20 (60%).

PROGRAM DESCRIPTIONS:

Columbia Police Department Digital Portable Radio Communications Program:

The City of Columbia Missouri is a growing community. The city has a population of over 100,000 people and encompasses more than 50 square miles. It is the home of several institutions of higher learning including, the University of Missouri, Columbia College and Stephens College. These institutions bring thousands of students to our community adding to our population.

The Columbia Missouri Police Department has the primary responsibility of policing the community. The over 160 commissioned staff is faced with many different day to day policing challenges. Their duties require constant, reliable communications in various and sometimes hazardous environments. Radio communications often include safety information for responding public safety personnel in emergency situations. Durable, high-quality radio equipment is essential to maintain this form of communication.

Radio communications are regulated by the Federal Communications Commission (FCC). The FCC has issued a new rule that affects our operating frequency (150-512MHz). The Columbia Missouri Police Department must meet the requirements of the new rule by January 1, 2013. Some of our radios are not capable of meeting the new requirement and are not currently in service. New radios must be purchased to replace these older versions.

In addition to the radios that will not meet the new federal requirements, numerous portable radios currently being utilized are well past the recommended life span. Part of our technology plan calls for the replacement of these radios.

Standard Features and Benefits of the Motorola XTS 2500 Digital Portable Radio

- It has a light-weight, compact design
- It has excellent durability
 - It can be submerged up to 1 meter for 30 minutes
 - It is dust proof
 - It meets all applicable military specifications
 - It has a special housing that protects against shock, vibration and other environmental hazards
- It offers several forms of encryption
- It offers different system interoperability platforms increasing inter-agency communications during emergency situations
- It has an electronic filter that separates voice from background noise
- It will continue to send an emergency signal even if the power is turned off.
- It is easily adaptable and expandable with program ability
- It has numerous accessories for specific job requirements such as
 - Wired headset
 - Bluetooth headset
 - Shoulder microphone/speaker

The Motorola XTS 2500 Digital Portable Radio will not only meet the new federal requirements, but it will bring the Columbia Missouri Police Department up-to-date in communications technology. This new technology will greatly enhance our effectiveness in emergency situations that call for a multi-agency response. The ability to communicate in this way is important when situations develop that call for resources beyond what the City of Columbia can provide. This is possible because the radio will function with other radio systems that outside agencies such as the Boone County Sheriff's Department, Missouri State Highway Patrol and the University of Missouri Police Department currently operate on.

The Columbia Missouri Police Department's role in providing law enforcement service to the community hinges on efficient communications. Our department has determined the Motorola XTS 2500 Digital Portable Radio is the most effective and efficient solution at maintaining and improving this service.

If funding is approved, the Columbia Police Department plans to purchase eleven (11) Motorola XTS 2500 Digital Portable Radios through a competitive bid process or via existing state contract agreements whenever possible. This process will help ensure the funding is used efficiently and the cost of the services is appropriate.

Boone County Sheriff's Department Canon 15 x 50 IS Binocular Program:

The Boone County Sheriff's Department Drug Unit/Proactive Saturation Unit currently uses a pair of Canon 15 x 50 Image Stabilized binoculars. This request is for funding to purchase an additional pair of these binoculars.

These binoculars are by far the most used piece of surveillance equipment we have. They are used on an almost daily basis. These binoculars are very high quality, weather resistant, and rugged. The electronic image stabilization feature allows full use of the 15 power magnification (most standard binoculars are around 8 power magnification). The pair we currently have is constantly being traded between members of the unit.

Some of the responsibilities of this unit include search warrant service, high risk arrest warrant service, and other special operations. Pre-operation surveillance and intelligence gathering is an important aspect of most these operations. Better intelligence and information creates better operational plans and a greater margin of safety for everyone involved.

These binoculars are an excellent tool to perform surveillance and gather information from a distance. The distance these binoculars allow us to gather information from also helps maintain operational security.

If funding is approved, this pair of binoculars will provide additional members of the department with these benefits.

Boone County Sheriff's Department SWAT Safety Enhancement Program:

The Boone County Sheriff's Department's Special Weapons and Tactics Team (SWAT) is a collateral duty for the fifteen full time department employees who serve on the Team. The primary responsibility of the Boone County SWAT Team is to successfully resolve difficult police situations, which are beyond the ordinary capabilities of enforcement personnel, through

the use of specialized tactics, skills, and equipment. While the SWAT Team trains and prepares for a variety of situations, the bulk of the incidents handled by the SWAT Team in recent years have involved Search Warrants and Barricaded Subjects.

SWAT is the final option available to the Boone County Sheriff's Department during times of crisis, during high risk law enforcement ventures, or when all other options have shown themselves to be futile. Recognizing that tactical operations are inherently hazardous situations, the successful management and resolution of an incident frequently requires decisions that may affect the safety of all persons involved. The value of human life in our society is immeasurable. Officers have been entrusted with the responsibility to protect life and property, and to apprehend criminals whenever possible.

This means that SWAT Operators will risk their lives, if necessary, to protect savable lives. They will risk their lives, in a well planned and calculated manner, on behalf of innocent persons who cannot act to save or protect themselves. While they have a duty to protect lives, when possible, they do not have a duty to knowingly or purposefully sacrifice their own lives, no matter the peril to others. With this understood the question then becomes how we intend to protect our SWAT Operators so they can more safely act to serve and protect our communities.

The Boone County Sheriff's Department has equipped the SWAT Operators with a number of items that enhance the safety and ability of individual operators, as well as the Team as a whole. This equipment includes:

- Kevlar Tactical Entry Vests
- Kevlar Helmets
- 2 Kevlar Shields (24"x36")
- Kevlar gloves
- Knee and elbow pads
- Weapons systems
- Search Camera

While this equipment provides some measure of protection, there are some notable concerns.

The Team has currently identified the following safety shortcomings with this equipment:

- No ballistic facial protection
- No ballistic leg protection
- No ballistic arm protection
- Weapon limitation due to tactical vest
- Bulky and cumbersome search camera

Products to address these shortcomings, and therefore enhance the safety of the individual operator and overall capabilities of the Team to effectively address a wide variety of public safety concerns, have been sought and identified. The products, and the requested quantity, are:

- Ballistic Face Shield (2)
- Ballistic Shin Guards (2 pair)

- Benelli Shotgun Aftermarket Stock (1)
- Telescoping Mirror with Light (1)

The Boone County Sheriff's Department chose this equipment for many reasons including, but not limited to, the following:

- The Ballistic Face Shields are designed to attach to the Kevlar helmets currently worn by all SWAT Operators
- The Ballistic Face Shields offer protection of the face and forward part of the head against small arms fire and other projectiles
- The Ballistic Face Shields would be provided to the shield operators or the front two operators on an entry or search operation to enhance their safety and ability
- The Ballistic Shin Guards offer protection for the legs against small arms fire or other projectiles
- The legs are a critical body part for any SWAT Operator to be effective in any sort of critical incident or operation
- The Ballistic Shin Guards would be provided to the shield operators or the front two operators on an entry or search operation to enhance their safety and ability
- The Benelli Aftermarket Stock is a thirteen inch stock that is designed to shorten the weapon to accommodate Operators who are wearing a bulky Tactical Entry Vest
- The Benelli shotgun is an excellent weapon system that is underutilized on the Team due to its length and difficulty with maneuvering, being able to effectively deploy this weapon provides another force option to enhance Operator and Citizen safety

- The Telescopic Mirror with Light is designed to enable Operators to visually check an unknown threat area prior to exposing themselves to potential harm
- The Telescopic Mirror with Light can be carried by an Operator and quickly deployed to check a darkened and/or unknown area when needed without exposing themselves, unlike a search camera that is bulky and cannot be quickly deployed

The end result of using grant funds to purchase this equipment is that it significantly enhances the safety of personnel who are the last line of defense for our communities. As stated before, SWAT Operators will risk their lives, if necessary, to protect savable lives. They will risk their lives, in a well planned and calculated manner, on behalf of innocent persons who cannot act to save or protect themselves, but they do not have a duty to knowingly or purposefully sacrifice their own lives, no matter the peril to others. This equipment would help expand the abilities of the Individual Operator and the Team as a whole to more safely and confidently act to save and protect others without sacrificing themselves.

Boone County Sheriff's Department Investigations Unit Vehicle Warning Equipment:

The Boone County Sheriff's Department Investigations Unit consists of 10 investigators, all of which are assigned a department issued unmarked patrol car. Investigators are responsible for conducting follow-up interviews, locating and collecting evidence, pursuing leads to identify a suspect or suspects, and responding to major incidents, among other responsibilities. Currently, investigators have little to no emergency equipment installed in their vehicles. Most vehicles consist of only a radio to contact our communications and other officers.

In the past years, investigators typically worked in the office, occasionally going into the field for follow-up investigations. In recent years, the types of crimes that have been committed have leaned heavily towards violent crimes, specifically shootings, homicides, home invasions, robberies, etc. As the violent crime rate increases, so do the expectations for investigators to build a stronger case against the suspect(s) or even try to identify the suspect(s). Investigators have played a more active role in the field, making them more visible to the public.

With Boone County being situated along Interstate 70 and U.S. Highway 63, the problem has been visibility for investigators along, not only those two major roadways, but also other roadways within the county. Since investigators do not have overhead light bars or other warning equipment, we have to rely on deputies to provide warning to motorists about our presence. Utilizing deputies takes them away from calls for service to assist other citizens in Boone County. Investigators need lighting to the front and to the rear of their vehicles to alleviate the use of deputies while still providing the necessary warning to approaching motorists. Investigators do not have audible warning equipment to respond to "in-progress" calls (bank robberies, active shooters in schools, officers needing emergency assistance, etc).

The trend for plain-clothes investigators to be more pro-active has increased a need for emergency equipment in their vehicles. Investigators with the Boone County Sheriff's Department have taken on a pro-active approach to ensuring that registered sex offenders comply with state and federal laws. Investigators routinely verify that a sex offender has properly

registered the correct information by conducting “knock-and-talks” with all those registered in Boone County.

Over the past several years, investigators have been in situations where their safety has been put in jeopardy due to the lack of warning equipment in their vehicles. Many investigators, while out in the field, have come across stalled vehicles blocking traffic, accidents, and the request for assistance by other officers on traffic stops. Investigators have been unable to assist those officers for fear of placing other officers and citizens in further danger by not having the proper warning equipment. By having the proper warning equipment, investigators would be able to alert other law enforcement agencies/officers the required positive identification as a fellow law enforcement officer in a time of crisis.

As the number of violent crimes increase, so does the amount of evidence needed to collect. In a recent homicide investigation, deputies were involved in a pursuit on Interstate 70 with the suspect vehicle-approaching rush hour. The suspect threw a gun out the window on the shoulder. As deputies continued to pursue the suspect, investigators responded to the area where the gun was last seen. The only warning investigators could utilize for approaching motorists was their factory installed hazard lights.

In 2006, the Federal Highway Administration enacted a new regulation that requires all workers to wear high-visibility safety apparel (i.e. vests) while working within the rights-of-way of Federal-aid highways. Roadside work with this emergency equipment would be used in conjunction with our high-visibility vests as required.

The Boone County Sheriff's Department researched many options for warning equipment to provide a low profile while still providing necessary visibility to warn others, equipment that is versatile, equipment that is easily installed while drawing a low amount of amps, and equipment that requires low maintenance and replacement costs. With the Ford Crown Vic being phased out, other options for vehicles are being tested to fit the needs of our department. The below equipment was chosen to meet the above requirements:

- One front dash LED light, two rear deck LED lights
- Headlight flashers
- Rear taillight and reverse light flashers
- Siren speaker
- Siren control box

For many years, investigators have requested warning equipment in their unmarked vehicles; however, budget funds have not been available, with other needs being a higher priority. These grant funds will alleviate any monies coming from a budget that has already seen many cuts. These grant funds will provide investigators the necessary tools, and installation of same, to enhance their abilities to conduct a more aggressive investigation or to simply help those in a time of need, and do it in a safer manner.

PERFORMANCE MEASURES:

Both applicants within this request are required by Department Policy or State Law to maintain records on various different levels of incidents. This requirement will allow us to query existing data and measure the results of the work performed with the equipment/training gained from this funding request. Both entities in this application currently follow grant reporting guidelines and have proficiency in accurate and timely reporting.

CLOSING:

As per the Memorandum of Understanding agreed upon by both entities, the Boone County Sheriff's Department will be responsible for the application, drawdown, and dissemination of funds to the City of Columbia, and fulfilling all reporting requirements of this grant program. The Sheriff's Department was chosen for this due to their experience handling JAG funds.

The tracking and reporting of all monies received and disbursed relating to this grant will be accomplished through the use of separate funds and/or accounts established for such purposes. All monies received from this grant will be recorded, tracked, and reported in such manner as to identify and account for them separately from other County resources.

Since this funding will go primarily toward equipment, both recipients plan to start work on these programs immediately. As soon as the grant funds have been deposited we will route a

Budget Amendment proposal through a public hearing at a regular Commission meeting to approve the spending as outlined in this grant application.

The assistance of these grant funds will allow us to purchase much needed equipment that would otherwise not be attainable with our current budget shortfall. On behalf of both applicants encompassed in this application, we would like to thank the Edward Byrne Memorial Justice Assistance Grant program, and the reviewers, for this opportunity. During hard financial times like these it is truly hard to make budget decisions that compromise the safety of our employees and citizens. We have worked hard at maintaining a certain level of customer satisfaction; however, the dwindling economy and decreasing sales tax revenue have made this an overwhelming task. These grant funds will certainly help our ailing budget and allow us to focus on more needs in future budget years.

Boone County Sheriff's Department and the Columbia Police Department

FY 2012 Edward Byrne Memorial Justice Assistance Grant: 2012-H1375-MO-DJ

Budget and Budget Narrative:

This is a joint application on behalf of the County of Boone and the City of Columbia, Missouri. This application is submitted for the FY 2012 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation.

Since this is a joint application, the funding will support a variety of needs in Boone County, Missouri. This funding will be split two ways between the Boone County Sheriff's Department and the City of Columbia Police Department.

The County of Boone and the City of Columbia have entered into an agreement as certified disparate jurisdictions to divide the grant funds in a 40/60-split manner. The County of Boone, specifically the Sheriff's Department, has agreed to apply for the grant on behalf of both entities. Pursuant to this agreement, the County of Boone will receive \$15,816.80 (40%) of the total \$39,542.00 local award. The City of Columbia will receive the balance of \$23,725.20 (60%).

The funds will be allocated for the following items:

<u>Budget Category</u>	<u>Amount</u>
A. Personnel	\$ 0.00
B. Personnel Benefits	\$ 0.00
C. Travel	\$ 0.00
D. Equipment	\$ 0.00
<u>Boone County Sheriff's Department Canon 15 x 50 IS Binocular Program:</u>	\$ 970.00
<u>Boone County Sheriff's Department SWAT Safety Enhancement Program:</u>	\$ 2,346.80
<u>Boone County Sheriff's Department Investigations Unit Vehicle Warning Equipment Program:</u>	\$ 12,500.00

Columbia Police Department Portable Radio Communications Program : \$ 23,725.20

E. Supplies	\$	0.00
F. Construction	\$	0.00
G. Consultants/Contracts	\$	0.00
H. Other Costs	\$	0.00
I. Indirect Costs	\$	0.00

Budget Summary:

A. Personnel	\$	0.00
B. Personnel Benefits	\$	0.00
C. Travel	\$	0.00
D. Equipment	\$	0.00
E. Supplies	\$	0.00
F. Construction	\$	0.00
G. Consultants/Contracts	\$	0.00
H. Other Costs	\$	0.00
Total Direct Costs	\$	0.00
Total Project Costs	\$	0.00

Federal Request \$ 39,542.00

If awarded these grant funds, items already on bid or below the bid threshold will be ordered as soon as funds are received and local budgets are established. Items that are not currently on bid will be sent through "Request for Proposal" process in accordance with both the City of Columbia and the County of Boone Purchasing Policies. If the vendor is determined to be a sole source provider, local procurement polices for sole source purchases will be followed.

Boone County Sheriff's Department and the Columbia Police Department

FY 2012 Edward Byrne Memorial Justice Assistance Grant: 2012-H1375-MO-DJ

Review Narrative:

The City of Columbia and the County of Boone have been certified as disparate jurisdictions, and are filing this application jointly. Both entities have come to the agreement that the County of Boone, specifically the Boone County Sheriff's Department, will be the Authorized Representative for this application and any subsequent reporting of expended funds. Both entities have agreed on how the FY2012 Byrne JAG funds will be divided and what equipment and programs will be supported by this grant through the respective departments. A copy of the signed Memorandum of Understanding is also being submitted with this application.

The City of Columbia and the County of Boone entered into an Intergovernmental Agreement on April 26, 2012. The agreement establishes that the City of Columbia and the County of Boone agree to divide the award using a 60/40 split calculation. The City of Columbia agrees that the County of Boone will receive \$15,816.80 of the allotted \$39,452.00 under this joint application.

Notice of the application was read to public on April 24, 2012 and made available to the Boone County Commission for the required review. The application was further advertised for a second hearing in the Boone County Commission and on April 26, 2012 a second opportunity for public comment was provided. Public notices of all Boone County Commission meetings are made by web site posting, local newspaper ads, and email distribution.

Being subject to review under Executive Order 12372, information for this application was submitted to the State of Missouri for review on April 11, 2012 (a copy of the letter is included with this application).

The FY12 Edward Byrne Memorial Justice Assistance Grant application was approved by the Boone County Commission on April 26, 2012.

Abstract: FY 2012 Byrne JAG Grant Application Number: 2012-H1375-MO-DJ.

Applicant: County of Boone, Missouri.

Title of the project: Boone County & City of Columbia FY 2012 Byrne JAG Budget Assistance Project.

Goals of the project: To purchase law enforcement equipment not attainable with our current operating budgets.

Description of the strategies to be used: We will use contracts already in place and/or use established purchasing policies to obtain the equipment in this grant proposal. The programs outlined in this grant application come from different divisions within each agency. This will allow the projects to be completed in a more timely fashion.

Each entity will work independently on the programs as none of them have been designed to be joint projects. The Applicants have signed an Intergovernmental Agreement to split the local allocation in a 60/40 manner as a disparate jurisdiction. Both entities have worked together in the past on similar projects to properly disburse and track grant funds. The Boone County Sheriff's Department has been chosen as the fiscal agent for this application due to experience in applying and reporting on Justice Assistance Grants.

Top five project identifiers: Equipment – General, Equipment – Tactical, Communications, Body Armor – Tactical and Surveillance.



BOONE COUNTY SHERIFF'S DEPARTMENT

2121 County Drive
Columbia, Missouri 65202-9051
Dwayne Carey, Sheriff
Phone (573) 875-1111
Fax (573) 874-8953

April 11, 2012

Dear Sara,

The Boone County Sheriff's Department and the Columbia Police Department are applying for the FY 2012 Edward Byrne Memorial Justice Assistance Grant under the local solicitation as a disparate jurisdiction. The Boone County Sheriff's Department is acting as the fiscal agent for both entities.

In the grant application we will be requesting funds to provide our agencies with law enforcement related equipment. This grant funding will allow us to make these purchases that are not possible within our current operating budgets.

This letter and the attached SF424 are being submitted to your office for review pursuant to Executive Order 12372.

Sincerely,
Capt. Chad Martin

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: County of Boone, Missouri 801 E. Walnut Columbia, Mo. 65201 Congressional District, if known: 9	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: n/a Congressional District, if known:	
6. Federal Department/Agency: US Department of Justice Office of Justice Programs Bureau of Justice Assistance	7. Federal Program Name/Description: Edward Byrne Memorial Justice Assistance Grant CFDA Number, if applicable: 16.738	
8. Federal Action Number, if known: Application number 2012-H1375-MO-DJ	9. Award Amount, if known: \$ 39,542.00	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): n/a - no lobbying is taking place with these funds	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): n/a - no lobbying is taking place with these funds	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Dan Atwill</u> Print Name: <u>Dan Atwill</u> Title: <u>Presiding Commissioner</u> Telephone No.: <u>(573) 886-4305</u> Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

These JAG funds (FY 2012 Edward Byrne Memorial - Local Solicitation) will not be used for lobbying. This form is submitted pursuant to the solicitation requirement to indicate both agencies involved in this award will not use any of these funds for lobbying.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**BJA FY 12 Edward Byrne Memorial Justice Assistance Grant (JAG)
Program Local Solicitation 2012-H1375-MO-DJ**



[Application](#)

[Correspondence](#)

Switch to ...

Application Handbook

Assurances and Certifications

[Overview](#)

To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

[Applicant Information](#)

[Project Information](#)

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

[Budget and Program Attachments](#)

1. Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.

[Assurances and Certifications](#)

[Review SF 424](#)

If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

[Submit Application](#)

[Help/Frequently Asked Questions](#)

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*Prefix:	Mr.
Prefix (Other):	<input type="text"/>
*First Name:	Chad
Middle Initial:	<input type="text"/>
*Last Name:	Martin
Suffix:	Suffix:
Suffix (Other):	<input type="text"/>
*Title:	Captain
*Address Line 1:	2121 County Drive
Address Line 2:	<input type="text"/>
*City:	Columbia
County:	Boone
*State:	Missouri
*Zip Code:	65202 - <input type="text"/> Zip+4 Lookup
*Phone:	573 - 876 - 6101 Ext : <input type="text"/>
Fax:	573 - 874 - 8953

*E-mail:	<input type="text" value="cmartin@boonecountyr"/>	Email Help
<p><input checked="" type="checkbox"/> I have examined the information provided here regarding the signing authority and certify it is accurate. I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.</p>		

[Save and Continue](#)



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(c)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature Date

Date

4/26/2012

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by 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

A. The applicant certifies that it and its principals:

(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 or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION		3. DATE RECEIVED BY STATE	State Application Identifier
Application Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name		Organizational Unit	
Boone County		Sheriff	
Address		Name and telephone number of the person to be contacted on matters involving this application	
801 East Walnut Columbia, Missouri 65201-9064		Martin, Chad (573) 876-6101	
6. EMPLOYER IDENTIFICATION NUMBER (EIN)		7. TYPE OF APPLICANT	
43-6000350		County	
8. TYPE OF APPLICATION		9. NAME OF FEDERAL AGENCY	
New		Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT	
NUMBER: 16.738 CFDA EDWARD BYRNE MEMORIAL JUSTICE TITLE: ASSISTANCE GRANT PROGRAM		Boone County & City of Columbia FY 2012 Byrne JAG Budget Assistance Project.	
12. AREAS AFFECTED BY PROJECT			
County of Boone, Missouri.			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF	
Start Date: August 01, 2012		a. Applicant	
End Date: September 30, 2015		b. Project MO09	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$39,542	This preapplication/application was made available to the state executive order 12372 process for review on 04/11/2012	
Applicant	\$0		
State	\$0		
Local	\$0		
Other	\$0		
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
TOTAL	\$39,542	N	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.



Additional Requirements

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. OJP strongly encourages applicants to review the information pertaining to these additional requirements prior to submitting your application. Additional information for each requirement can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- Civil Rights Compliance
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Nonsupplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs Financial Guide
- Suspension or Termination of Funding
- Nonprofit Organizations
- For-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
- Awards in excess of \$5,000,000 – federal taxes certification requirement
- Active CCR Registration

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 26th day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the intergovernmental agreement between the City of Columbia and Boone County, Missouri for the Edward Byrne Memorial Justice Assistance Grant. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26th day of April, 2012.

ATTEST:

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

[Signature]
Daniel K. Atwill

Presiding Commissioner

[Signature]

Karen M. Miller
District I Commissioner

[Signature]

Skip Elkin
District II Commissioner

THE STATE OF MISSOURI

CONTRACT NO. _____

COUNTY OF BOONE

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

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2012 LOCAL SOLICITATION**

This Agreement is made and entered into this 26 day of April, 2012, by and between The **COUNTY of BOONE**, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the **CITY of COLUMBIA**, acting by and through its City Manager, hereinafter referred to as CITY, both of Boone County, State of Missouri.

WHEREAS, both parties are empowered to enter into cooperative agreements for the purposes herein stated pursuant to Section 70.220 RSMo; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the parties anticipate a total allocation under this grant in the amount of \$39,542.00 hereinafter referred to as JAG funds, to COUNTY; and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of Sixty Percent (60%) of JAG funds received herein, or an anticipated \$23,725.20 of JAG funds. COUNTY is the Applicant / Fiscal Agent for the joint funds.

Section 2.

COUNTY agrees to use a total of Forty Percent (40%) of JAG funds received herein for approved program(s), or an anticipated \$15,816.80 of JAG funds.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

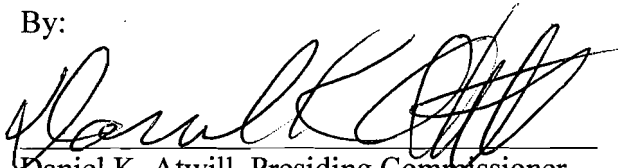
Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.


BOONE COUNTY, MISSOURI

Through Its County Commission


By:


Daniel K. Atwill, Presiding Commissioner

ATTEST:

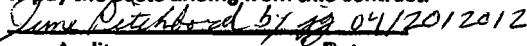

County Clerk

APPROVED AS TO FORM:


C.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.


Auditor Date

No Encumbrance Required


CITY OF COLUMBIA, MISSOURI

By: 
Mike Matthes, City Manager


ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM:


Fred Boeckmann, City Counselor

interoffice
MEMORANDUM

to: Ken Burton, Police Chief
from:  Sheela Amin, City Clerk
subject: R57-12– Agreement with Boone County re: Byrne Grant – 2012
Local Solicitation
date: April 17, 2012

Ken,

Enclosed are three (3) original agreements associated with R57-12. I would appreciate it if you would see to it that the proper people sign the agreements. Once signed, please return one original copy of the agreement to my office to be placed with the associated resolution as the official record.

Thank you and if you have any questions, please call (874-7207) or e-mail (skamin@gocolumbiamo.com).

Sheela

Introduced by McDavid Council Bill No. R 57-12

A RESOLUTION


authorizing an intergovernmental agreement with the County of Boone relating to the 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an intergovernmental agreement with the County of Boone relating to the 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this 16th day of April, 2012.

ATTEST:




City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

2012 APR 16 PM 4:00
COLUMBIA, MISSOURI