

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the 22nd day of May 20 01

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

Now on this day the County Commission of the County of Boone does hereby award bid 20-02MAY01 as follows:

FOR	TO
Law Enforcement Equipment	Galls Incorporated, OMB Police Supply, Green Supply, Skaggs Companies Incorporated, and American Institutional Supply

Said bid is awarded per the attached recommendation of the Purchasing Department and Sheriff's Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign the agreements.

Done this 22nd day of May, 2001.



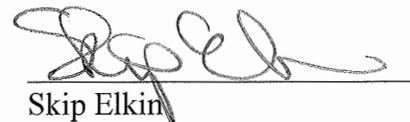
Don Stamper
Presiding Commissioner

ATTEST:

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

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

238

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4402

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: May 16, 2001
RE: 20-02MAY01 – Law Enforcement Equipment

On April 3, 2001 the Purchasing department received a request from the Sheriff Department to issue a Bid for a Term and Supply contract for Law Enforcement Equipment. The Bid was issued on April 13, 2001.

The Bid closed on May 2, 2001. A total of eight bids were received from the following vendors: American Institutional Supply, ATD America, Galls Inc., Green Supply, Law Enforcement Equipment Company, OMB Police Supply, Skaggs Companies Inc. and Reddog Enterprise

Upon the completion of bid evaluations, Purchasing and the Sheriff Department recommend award by low bid, by line item with exception to ATD-America, Reddog and Law Enforcement Equipment. Law Enforcement Equipment did not meet specifications (4.7.6. is not available with Velcro fasteners). By not awarding to ATD-American, Reddog and Law Enforcement Equipment, we can decrease our contracts, from award of this bid, from eight contracts to five contracts. By not awarding to low bid on the items for these three vendors, we increase our dollars spent per year by \$133.74, but in actuality, we will save money in the long run by increasing the efficiency of contract administration for this bid.

At this time, we are not providing a recommendation for award of section 4.9 – *Bulletproof Vest*. We did not receive any bids for the specified bulletproof vest. We are going to analyze our specifications for this sub-section and re-bid.

Attachment II is our recommendation for award by line item for the attached five vendors. Also, please find attached the bid tabulation for your review. As this is a Term and Supply contract, there are no attached Purchasing Requisitions.

ATTACHMENT TWO

Award by low bid by line item with exception to ATD-America, Reddog and Law Enforcement Equipment. This decreases our contracts from award of this bid from eight contracts to five contracts.

Galls Inc.

4.7.1.	488.40
4.7.2.	660.80
4.7.3.	284.40
4.7.4.	1,595.20
4.7.5.	273.45
4.7.7.	168.15
4.7.8.	168.15
4.8.1.	225.50
4.8.4.	386.60
4.8.5.	328.20
4.8.9.	351.75 (low bid was 340.00)
4.8.18.	10.71
4.8.19.	533.58
4.11.1.	239.40
4.11.2.	287.10
4.11.6.	1,036.44

TOTAL: \$7,037.83

OMB Police Supply

4.7.9.	161.90
4.8.2.	216.75 (low bid was 202.50)
4.8.3.	96.00
4.8.6.	100.00 (low bid was 69.50)
4.8.8.	1,014.30
4.9.2.	2,685.00
4.9.2.3.	52.00
4.9.2.4.	55.25
4.9.2.5.	108.75
4.9.2.6.	52.00
4.9.2.7.	55.25
4.9.2.8.	108.75
4.9.3.	8,150.00
4.9.3.3.	52.00
4.9.3.4.	55.25
4.9.3.5.	108.75
4.10.4.	1,047.75
4.10.5.	1,009.50
4.10.6.	1,162.00

4.10.5. 1,332.00
4.10.6. 2,506.00

TOTAL: \$20,129.20

Green Supply

4.8.7. 538.50
4.8.10. 1,049.25
4.8.11. 1,162.50 (low bid was 1104.60)
4.8.12. 18.25
4.8.13. 3.14
4.8.15. 19.29 (low bid was 6.88)
4.8.16. 21.19 (low bid was 18.00)
4.8.21. 275.00
4.8.22. 349.75

TOTAL: \$3,436.87

Skaggs Co.

4.7.6. 94.74 (low bid was 91.00)
4.8.14. 1.00
4.8.17. 14.95
4.9.1.1. 16.75
4.9.1.2. 9.50
4.9.2. 4,147.50
4.9.2.1. 16.75
4.9.2.2. 9.50
4.9.3.1. 16.75
4.9.3.2. 9.50
4.11.2. 999.50
4.11.4. 159.96
4.11.7. 179.96

TOTAL: 5,676.36

American Institutional Supply

4.10.4. 5,043.75

TOTAL: \$5,043.75

Total contract(s) dollars to award by line item low bid with the exceptions as detailed above to ATD-America, Reddog and Law Enforcement Equipment is \$41,324.01.

Award by recommendation on Attachment Two is \$133.74 additional in contract dollars, but the County will save greater by awarding five contracts versus eight contracts.

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the _____ day of _____ 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and OMB Police Supply, 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 Law Enforcement Equipment Term and Supply, County of Boone Request for Bid, bid number 20-02MAY01, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum One, as well as the Contractor's bid response dated April 30, 2001 and executed by John Ralph III 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 Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and Addendum One shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through December 31, 2001, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items identified and responded to in sections 4.7.9., 4.8.2., 4.8.3., 4.8.6., 4.8.8., 4.9.1., 4.9.1.3., 4.9.1.4., 4.9.1.5., 4.9.2.3., 4.9.2.4., 4.9.2.5., 4.9.3., 4.9.3.3., 4.9.3.4., 4.9.3.5., 4.10.1., 4.10.2., 4.10.3., 4.10.5., and 4.10.6. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver the stock items as specified within forty (40) days from date of order.

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

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.

OMB POLICE SUPPLY

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

Don Stamper, Presiding Commissioner

address _____

APPROVED AS TO FORM:

ATTEST:

County Counselor

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Term & Supply - No Encumbrance Required
Signature _____ Date _____

1251/1255-23300 Term/Supply
1251/1255 - 23850/23050 Term/Supply

Appropriation Account

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the _____ day of _____ 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and G.S.I. Law Enforcement (Green Supply, Inc.), herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement For Law Enforcement Equipment Term and Supply, County of Boone Request for Bid, bid number 20-02MAY01, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum One, as well as the Contractor's bid response dated April 20, 2001 and executed by Lydia Neill 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 Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and Addendum One shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through December 31, 2001, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items identified and responded to in sections 4.8.7., 4.8.10., 4.8.11., 4.8.12., 4.8.13., 4.8.15., 4.8.16., 4.8.21., and 4.8.22. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Delivery - Contractor agrees to deliver the items as specified within forty-five (45) days from date of order.

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

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.

**G.S.I. LAW ENFORCEMENT
(Green Supply, Inc.)**

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

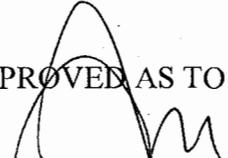
title _____

Don Stamper, Presiding Commissioner

address _____

APPROVED AS TO FORM:

ATTEST:



County Counselor

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

1251/1255-23300 Term/Supply
1251/1255 - 23850/23050 Term/Supply

Term & Supply - No Encumbrance Required
Signature _____ Date _____

Appropriation Account

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the _____ day of _____ 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and American Institutional Supply, 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 Law Enforcement Equipment Term and Supply, County of Boone Request for Bid, bid number 20-02MAY01, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum One, as well as the Contractor's bid response dated May 1, 2001 and executed by Paul Okon 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 Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and Addendum One shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through December 31, 2001, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the item(s) identified and responded to in section 4.10.4. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Delivery - Contractor agrees to deliver the items as specified within seven (7) days from date of order.

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

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.

American Institutional Supply

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

Don Stamper, Presiding Commissioner

address _____

APPROVED AS TO FORM:

ATTEST:

County Counselor

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Signature

Term & Supply - No Encumbrance Required

Date

1251/1255-23300 Term/Supply
1251/1255 - 23850/23050 Term/Supply

Appropriation Account

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the _____ day of _____ 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Galls Inc., herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement For Law Enforcement Equipment Term and Supply, County of Boone Request for Bid, bid number 20-02MAY01, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum One, as well as the Contractor's bid response dated April 30, 2001 and executed by Katie Nowel 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 Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and Addendum One shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through December 31, 2001, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items identified and responded to in sections 4.7.1., 4.7.2., 4.7.3., 4.7.4., 4.7.5., 4.7.7., 4.7.8., 4.8.1., 4.8.4., 4.8.5., 4.8.9., 4.8.18., 4.8.19., 4.11.1., 4.11.3., and 4.11.6. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver the items as specified within five (5) days from date of order for items that are in stock.

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

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.

Galls Inc.

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

Don Stamper, Presiding Commissioner

address _____

APPROVED AS TO FORM:

ATTEST:



County Counselor

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

1251/1255-23300 Term/Supply
1251/1255 - 23850/23050 Term/Supply

Term & Supply - No Encumbrance Required
 Signature _____ Date _____ Appropriation Account _____

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the _____ day of _____ 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Skaggs Public Safety Uniforms and Equipment, 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 Law Enforcement Equipment Term and Supply, County of Boone Request for Bid, bid number 20-02MAY01, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum One, as well as the Contractor's bid response dated April 27, 2001 and executed by Ted McClellan 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 Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and Addendum One shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through December 31, 2001, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items identified and responded to in sections 4.7.6., 4.8.14., 4.8.17., 4.9.1.1., 4.9.1.2., 4.9.2., 4.9.2.1., 4.9.2.2., 4.9.3.1., 4.9.3.2., 4.11.2., 4.11.4., and 4.11.5. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Delivery - Contractor agrees to deliver the items as specified within twenty-one (21) days from date of order.

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

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.

Skaggs Public Safety Uniforms & Equipment

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

Don Stamper, Presiding Commissioner

address _____

APPROVED AS TO FORM:

ATTEST:

County Counselor

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Signature

Term & Supply - No Encumbrance Required

Date

1251/1255-23300 Term/Supply
1251/1255 - 23850/23050 Term/Supply

Appropriation Account

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

} ea.

County of Boone

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the

22nd

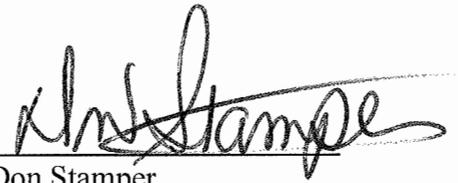
day of May

20 01

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

Now on this day the County Commission of the County of Boone does hereby authorize the hiring of an individual for the Registered Nurse position for the Sheriff's Department at a rate of \$20.00/hour (9.5% above the base of the range).

Done this 22nd day of May, 2001.

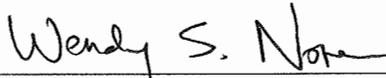


Don Stamper
Presiding Commissioner

absent

Karen M. Miller
District I Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Skip Elkin
District II Commissioner

Boone County Human Resources

BETTY DICKNEITE
Director



601 E. Walnut-2nd Floor
Columbia, MO 65201
(573) 886-4395

TO: Ted Boehm, Sheriff

FROM: Betty A. Dickneite, Director – Human Resources *Betty*

SUBJECT: Registered Nurse – Hire Above The Base of the Range

DATE: May 14, 2001

This memorandum is in support of hiring **Tamara Ann Waltz, Registered Nurse** above the base of the range. Ms. Waltz has a Bachelor of Science Degree in Nursing from the University of Missouri – Columbia and 3 years experience as a Registered Nurse. She currently lists employment since January 1998 with Ellis Fishel Cancer Center as a Staff Nurse II. Her RN license was first issued 2/3/1998; and her license is valid through April 30, 2003.

Since the selected applicant has experience that exceeds the minimum qualifications for the position, a higher starting salary is warranted. The pay range assigned to a Registered Nurse position is 29 (\$18.26/hr. - \$27.30/hr.) It is my understanding that the candidate has requested \$20.00/hour. **This rate is approximately 9.5% over the base of the range.** Ms. Waltz current salary is listed at \$30,000/year at Ellis Fishel.

The other Registered Nurse (L.M.) working at the Sheriff's Dept. is paid at a higher rate.

The position was posted beginning March 1, 2001, and advertised in the local newspapers and announcements were sent to a variety of entities. In total, there were sixteen (16) applicants for this LPN/RN position. This is the second selection from this applicant pool as the previous incumbent resigned after 3 weeks on the job.

Attached is the Certification that funds are available in the Correction's budget.

Attachment

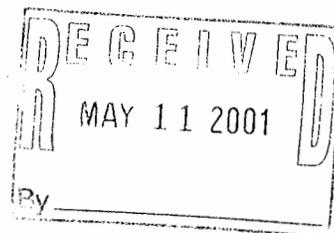
Cc: Commissioner Don Stamper
Commissioner Karen Miller
Commissioner Skip Elkin
June Pitchford (Auditor)

**BOONE COUNTY AUDITOR
CERTIFICATION**

Boone County Government Center
801 E. Walnut Room 205
Columbia, MO 65202

Phone (573) 886-4275
Fax Phone (573) 886-4280

TO: Betty Dickneite, Director of Human Resources
FROM: Karen Frederick
DATE: May 11, 2001
RE: Certification of Funds Availability to Hire Over the Base of the Range



Requesting Department/Office:	<u>1255 Corrections</u>
Position Title, Position Number, Position Range:	<u>Registered Nurse .75 FTE</u> <u>Position #599, Range 29</u>
Base of Range:	<u>\$18.26/hour</u>
Requested Starting Salary:	<u>\$20.00/hour</u>
Amount needed to complete current FY if requested Salary is approved:	<u>\$20.00 - \$18.26 = \$1.74/hr x 30 hrs/week x 32 weeks remaining in year = \$1,670</u>

Funds are available within the existing departmental budget (Budget Revision attached , if necessary)
 Funds are not available within the existing departmental budget; Budget Revision required to provide funding is attached

cc: **Warren Brewer**

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

} ea.

County of Boone

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the

22nd

day of May

20 01

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

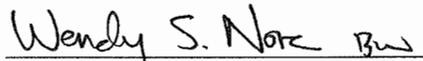
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds for a Children's Benefit & Motorcycle Show, sponsored by the Son Rise Riders- Mid-Missouri Chapter of the Christian Motorcyclists Association, on September 15, 2001 from 9:00am-3:00pm.

Done this 22nd day of May, 2001.



Don Stamper
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Don Stamper, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



RECEIVED
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311
MAY 21 2001
Boone County, Missouri

Comm. agenda

Boone County Commission

APPLICATION FOR PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE GROUNDS

The undersigned organization hereby applies for a permit to use the Boone County Courthouse grounds as follows:

Description of Use: Motorcycle Show - Proceeds to Coyote Hill Christian Children's Home

Date(s) of Use: 15 September 2001

Time of Use: From: 9:00 a.m/p.m thru 3:00 a.m/p.m

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department grounds. of time and place of use and abide by all applicable laws and ordinances in using Courthouse
2. To remove all trash or other debris which may be deposited on the courthouse grounds by participants in the organizational use.
3. To repair or replace or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds.
4. To conduct its use of courthouse grounds in such a manner as to not unreasonably interfere with normal courthouse functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds as specified in this application.

Name of Organization: Son Rise Riders - Chpt. 75 Christian Motorcyclists Assoc.

Organization Representative/Title: George Ashton - Event Coordinator

Phone Number: (573) 256-5089

Date of Application: 18 May 2001

PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Norman
Clerk

Don Stamper
Commissioner

DATE: 5/22/01

WHO: Son-Rise Riders,
Mid Missouri Chapter of the Christian Motorcyclists Association,
a non-profit, interdenominational organization.

WHAT: *Shining in the Son*
Children's' Benefit & Motorcycle Show

WHEN: Saturday, September 15th, 2001, (9:00 a.m. to 3:00 p.m.)

Registration of motorcycles will be from 9:30 to 10:30 am.
The general public would be allowed to view the motorcycles at
11:00 a.m. This will allow time for the motorcycle engines to cool
down. Clean-up will begin at 2:30 p.m. & completed by 3:00 p.m.

WHERE: Boone County Courthouse Grounds (pending approval)

WHY: To raise funds for Coyote Hill Christian Children's Home, a non-
profit organization that cares for displaced abused and neglected children.

HOW: The show will consist of Christian motorcyclists from various
motorcycle ministries throughout most of Missouri. The show would be free
to the general public.

Spectators would receive an envelope that would provide them information
about Coyote Hill, The Christian Motorcyclists Association, and other
related ministries. The motorcycles with each receive a number and the
spectators will be encouraged to "vote" by giving an anonymous donation
(receipts will be available upon request) and marking the number of their
favorite motorcycle on the envelope.

All motorcyclists will be required to provide proof on insurance in order to
participate.

Motorcycles will be parked along the outer perimeter of the circled grounds
and around the central fountain. No building entrances will be blocked. The
south end ramp sidewalk would be used as overflow parking.

All motorcycles will enter via the north side, from Ash Street.

POINT OF CONTACT: George Ashton, 256-5089 or email:
theeashtons@juno.com