

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 23rd day of May 20 06

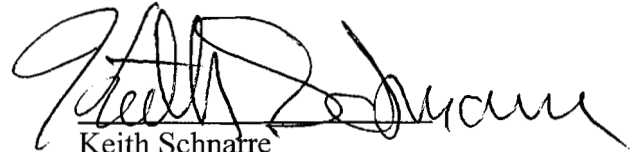
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award Bid 39-11MAY06 Ammunition Term and Supply to the following vendors:

- ALS Technologies
- Gulf States Distributors, Inc
- Gil Hebard Guns, Inc.

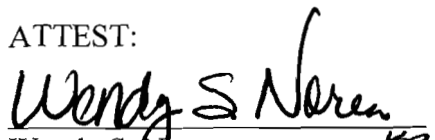
It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 23rd day of May, 2006.


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Skip Elkin
 District II Commissioner

**PURCHASE AGREEMENT FOR
AMMUNITION TERM AND SUPPLY**

THIS AGREEMENT dated the 23 day of May 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Gulf States Distributors, Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Ammunition, bid number **39-11MAY06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated April 25, 2006 and executed by Tommy Trammell, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:
 - Item 4.8.1. - American Eagle 9mm, 115 grain ball FMJ
 - Item 4.8.2. - American Eagle 223, 55 grain, FMJ
 - Item 4.8.3. - Federal F127 RS 12 Gauge 2 ¾" slugs
 - Item 4.8.4. - Federal F127 00 12 Gauge 2 ¾" buck
 - Item 4.8.5. - #7 ½" or 8" Birdshot: 12 gauge 2 ¾"
 - Item 4.9.4. - American Eagle .223 62 grain
 - Item 4.9.5. - Federal .223 62 grain tactical bonded
 - Item 4.9.6. - Federal .223 55 grain tactical bonded
 - Item 4.9.7. - .308 Federal 165 grain tactical rounds TBTL

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 90 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In

the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

GULE STATES DISTRIBUTORS, INC.

by [Signature]
title VICE PRESIDENT

BOONE COUNTY, MISSOURI

by Boone County Commission
[Signature]
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

1251/1255/2901-23200-
Term & Supply

Term & Supply - No Encumbrance Required *
Signature _____ Date 5/17/2006 Appropriation Account _____

4. **Response Form**

- 4.1. Company Name: Gulf States Dist Inc
- 4.2. Address: 6000 East Shirley Lane
- 4.3. City/Zip: Montgomery AL 36117
- 4.4. Phone Number: 800 223-7869
- 4.5. Fax Number: 334-274-9267
- 4.6. Federal Tax ID: 63-0803427
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

| | Item | Unit Price | Estimated Rounds | Extended Price |
|--------|--|----------------|------------------|---------------------------------|
| 4.7. | Less Lethal Ammunition | | | |
| 4.7.1. | CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED) | \$ 26.75 per 5 | 500 | \$ 2,675.00 |
| 4.8. | Other Ammunition | | | |
| 4.8.1. | American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED) AE9DP | \$ 93.06 100RD | 13,000 | \$ 1,209.78 |
| 4.8.2. | American Eagle 223, 55 grain FMJ (NO SUBSTITUTIONS ALLOWED) AE223 | \$ 63.07 50RD | 20,000 | \$ 2,522.80 |
| 4.8.3. | Federal F127 RS 12 gauge 2 3/4" slugs (NO SUBSTITUTIONS ALLOWED) | \$ 59.39 250RD | 1,000 | \$ 237.56 |
| 4.8.4. | Federal F127 00 12 gauge 2 3/4" buck (NO SUBSTITUTIONS ALLOWED) | \$ 65.21 250RD | 2,000 | \$ 521.68 |
| 4.8.5. | #7 1/2" or 8" Birdshot: 12 gauge 2 3/4" TEL-2 (NO SUBSTITUTIONS ALLOWED) | \$ 33.97 250RD | 3,000 | \$ 407.64 |
| 4.8.6. | Sub-Total for Other Ammunition (4.8.1-4.8.5.) | | | \$ 7,574.46 4,899.46 |
| 4.9. | Factory Loads | | | |
| 4.9.1. | Remington Golden Saber, .40 Caliber 180 grain BJHP GSB40SWB (NO SUBSTITUTIONS ALLOWED) | \$ No Bid | 6,000 | \$ |
| 4.9.2. | Remington Golden Saber, .45 Caliber 230 grain BJHP GSB45APB (NO SUBSTITUTIONS ALLOWED) | \$ No Bid | 1,000 | \$ |
| 4.9.3. | Remington Golden Saber, 9mm 124 grain, BJHP GSB9MMD (NO SUBSTITUTIONS ALLOWED) | \$ No Bid | 1,000 | \$ |
| 4.9.4. | American Eagle .223 62 grain (NO SUBSTITUTIONS ALLOWED) AE223N | \$ 80.34 50RD | 20,000 | \$ 3,213.60 |

LE223T3

| | | | | |
|---------|--|-----------------------|--------|--------------------------|
| 4.9.5. | Federal .223 62 grain tactical bonded (NO SUBSTITUTIONS ALLOWED) | \$ 141. ¹⁵ | 2,000 | \$ 1,411. ⁵⁰ |
| 4.9.6. | Federal .223 55 grain tactical bonded (NO SUBSTITUTIONS ALLOWED) | \$ 141. ¹⁵ | 2,000 | \$ 1,411. ⁵⁰ |
| 4.9.7. | .308 Federal 165 grain tactical rounds TBTL (NO SUBSTITUTIONS ALLOWED) | \$ 185. ⁴⁵ | 1,000 | \$ 927. ²⁵ |
| 4.9.8. | Sub-Total of Factory Loads (4.9.1.- 4.9.7.) | | | \$ 6,963. ⁸⁵ |
| 4.10. | Reloads (to be used as practice ammunition) | | | |
| 4.10.1. | .40 Caliber 180 grain. Equivalent to Remington Golden Saber BJHP GSB40SWB | \$ No Bid | 40,000 | \$ |
| 4.10.2. | .45 Caliber 230 grain. Equivalent to Remington Golden Saber BJHP GSB45APB | \$ No Bid | 10,000 | \$ |
| 4.10.3. | 9mm 124 grain. Equivalent to Remington Golden Saber BJHP GSB9MMD | \$ No Bid | 7,000 | \$ |
| 4.10.4. | Sub-Total for Reloads (4.10.1-4.10.3.) | | | \$ |
| 4.11. | Grand Total for Ammunition (4.7.1. + 4.8.6. + 4.9.4. + 4.10.4.) | | | \$ 14,538. ³¹ |

4.12. Maximum Percentage Increase for 5 % 2nd Year 5 % 3rd Year

4.13. Minimum Quantity for Order: one case Rounds Per Type

4.14. Delivery after Receipt of Order: 20-40 Days All 223 cal loads 60-90 Days

4.15. 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 *only if Dept is tax exempt.*

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.16. 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 Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.16.1. Authorized Representative (Sign By Hand):

Tommy Trammell Date: 4-25-06

4.16.2. Print Name and Title of Authorized Representative

Tommy Trammell / Sales Rep Date: 4-25-06



Request for Bid (Bid)

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

Heather Turner, CPPB, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **39-11MAY06**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, MAY 11, 2006**
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **THURSDAY, MAY 11, 2006**
Time: **10:30 A.M.**
Location / Address: Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Standard Terms and Conditions

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, 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. 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 also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. 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.
- 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 period resulting from this Bid will have an initial term from date of award through December 31, 2006, and may be automatically renewed for an additional two (2) years unless canceled by 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 the furnishing of **Ammunition** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
 - 2.1.1. **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. **CONTRACT DURATION** - The contract shall be effective from **Date of Award through December 31, 2006**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
 - 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.2. If renewal percentages are not provided 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 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.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 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 shall not pay freight, etc. in addition to the price of the item.
- 2.6. **SCOPE OF SERVICE** – The Sheriff’s Department will order ammunition of various types and quantities, as detailed on the *Response Form*, on an “as needed” basis.
- 2.7. **ADDITIONAL INSTRUCTIONS**
 - 2.7.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
 - 2.7.2. **Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.
 - 2.7.3. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
 - 2.7.4. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of

written specifications and product evaluation prior to any approvals being granted.

- 2.8. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff’s Department, 2121 County Road, Columbia, MO 65202.
- 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
- 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. **NON-EXCLUSIVITY** - The County reserves the right to obtain “like or similar” products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.11. **DESIGNEE** – Boone County Sheriff’s Department
- 2.11.1. **Bid Clarification** – Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: hturner@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time**.
 - 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

| | Item | Unit Price | Estimated Rounds | Extended Price |
|--------|--|------------|------------------|----------------|
| 4.7. | Less Lethal Ammunition | | | |
| 4.7.1. | CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED) | \$ | 500 | \$ |
| 4.8. | Other Ammunition | | | |
| 4.8.1. | American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED) | \$ | 13,000 | \$ |
| 4.8.2. | American Eagle 223, 55 grain FMJ (NO SUBSTITUTIONS ALLOWED) | \$ | 20,000 | \$ |
| 4.8.3. | Federal F127 RS 12 gauge 2 3/4" slugs (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.8.4. | Federal F127 00 12 gauge 2 3/4" buck (NO SUBSTITUTIONS ALLOWED) | \$ | 2,000 | \$ |
| 4.8.5. | #7 1/2" or 8" Birdshot: 12 gauge 2 3/4" (NO SUBSTITUTIONS ALLOWED) | \$ | 3,000 | \$ |
| 4.8.6. | Sub-Total for Other Ammunition (4.8.1-4.8.5.) | | | \$ |
| 4.9. | Factory Loads | | | |
| 4.9.1. | Remington Golden Saber, .40 Caliber 180 grain BJHP GSB40SWB (NO SUBSTITUTIONS ALLOWED) | \$ | 6,000 | \$ |
| 4.9.2. | Remington Golden Saber, .45 Caliber 230 grain BJHP GSB45APB (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.9.3. | Remington Golden Saber, 9mm 124 grain, BJHP GSB9MMD (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.9.4. | American Eagle .223 62 grain (NO SUBSTITUTIONS ALLOWED) | \$ | 20,000 | \$ |

| | | | | |
|---------|--|----|--------|----|
| 4.9.5. | Federal .223 62 grain tactical bonded (NO SUBSTITUTIONS ALLOWED) | \$ | 2,000 | \$ |
| 4.9.6. | Federal .223 55 grain tactical bonded (NO SUBSTITUTIONS ALLOWED) | \$ | 2,000 | \$ |
| 4.9.7. | .308 Federal 165 grain tactical rounds TBTL (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.9.8. | Sub-Total of Factory Loads (4.9.1.– 4.9.7.) | | | \$ |
| 4.10. | Reloads (to be used as practice ammunition) | | | |
| 4.10.1. | .40 Caliber 180 grain. Equivalent to Remington Golden Saber BJHP GSB40SWB | \$ | 40,000 | \$ |
| 4.10.2. | .45 Caliber 230 grain. Equivalent to Remington Golden Saber BJHP GSB45APB | \$ | 10,000 | \$ |
| 4.10.3. | 9mm 124 grain. Equivalent to Remington Golden Saber BJHP GSB9MMD | \$ | 7,000 | \$ |
| 4.10.4. | Sub-Total for Reloads (4.10.1–4.10.3.) | | | \$ |
| 4.11. | Grand Total for Ammunition (4.7.1. + 4.8.6. + 4.9.4. + 4.10.4.) | | | \$ |

4.12. Maximum Percentage Increase for _____ % 2nd Year _____ % 3rd Year

4.13. Minimum Quantity for Order: _____ Rounds Per Type

4.14. Delivery after Receipt of Order: _____ Days

4.15. 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

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

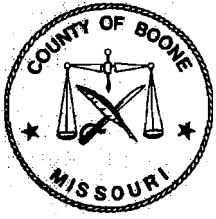
4.16. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.16.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.16.2. Print Name and Title of Authorized Representative

_____ Date: _____



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

Standard Terms and Conditions

Heather Turner, CPPB, Senior Buyer
(573) 886-4392 - FAX (573) 886-4390

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



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

"No Bid" Response Form

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 39-11MAY06 Ammunition Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT FOR
AMMUNITION TERM AND SUPPLY**

THIS AGREEMENT dated the 23 day of May 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Gil Hebard Guns, Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Ammunition, bid number **39-11MAY06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated April 25, 2006 and executed by Kathy Roche, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:
 - Item 4.10.1. - .40 Caliber 180 grain Federal AE40R1
 - Item 4.10.2. - .45 Caliber 230 grain Federal AE45A
 - Item 4.10.3. - 9mm 124 grain Federal AE9AP
3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 60 days after receipt of order.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

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

GIL HEBARD GUNS, INC.
by Kathy Roche
title EXECUTIVE SECRETARY

BOONE COUNTY, MISSOURI
by: Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

1251/1255/2901-23200-
Term & Supply

Term & Supply - No Encumbrance Required 5/17/2006
Signature Date Appropriation Account

4. **Response Form**

- 4.1. Company Name: GIL HEBARD GUNS Inc
- 4.2. Address: 125 PUBLIC SQUARE PO BOX 3
- 4.3. City/Zip: KNOXVILLE IL 61448-0003
- 4.4. Phone Number: 309 289-2700
- 4.5. Fax Number: 309 289-2233
- 4.6. Federal Tax ID: 37-1384267
- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

| | Item | Unit Price | Estimated Rounds | Extended Price |
|--------|--|--------------|------------------|----------------|
| 4.7. | Less Lethal Ammunition | | | |
| 4.7.1. | CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED) | \$ | 500 | \$ NO BID |
| 4.8. | Other Ammunition | | | |
| 4.8.1. | American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED) #AE9DP | \$102.68/M | 13,000 | \$ 1,334.84 |
| 4.8.2. | American Eagle 223, 55 grain FMJ (NO SUBSTITUTIONS ALLOWED) AE223 | \$ 69.90/500 | 20,000 | \$ 2,796.00 |
| 4.8.3. | Federal F127 RS 12 gauge 2 3/4" slugs (NO SUBSTITUTIONS ALLOWED) F127-RS | 68.20/250 | 1,000 | \$ 272.80 |
| 4.8.4. | Federal F127 00 12 gauge 2 3/4" buck (NO SUBSTITUTIONS ALLOWED) | \$ 74.40/250 | 2,000 | \$ 595.20 |
| 4.8.5. | #7 1/2" or 8" Birdshot: 12 gauge 2 3/4" Federal TGL Top Gun (NO SUBSTITUTIONS ALLOWED) | \$ 42.85/250 | 3,000 | \$ 514.20 |
| 4.8.6. | Sub-Total for Other Ammunition (4.8.1-4.8.5.) | | | \$ 5,513.04 |
| 4.9. | Factory Loads | | | |
| 4.9.1. | Remington Golden Saber, .40 Caliber 180 grain BJHP GSB40SWB (NO SUBSTITUTIONS ALLOWED) | \$ | 6,000 | \$ NO BID |
| 4.9.2. | Remington Golden Saber, .45 Caliber 230 grain BJHP GSB45APB (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ NO BID |
| 4.9.3. | Remington Golden Saber, 9mm 124 grain, BJHP GSB9MMD (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ NO BID |
| 4.9.4. | American Eagle .223 62 grain (NO SUBSTITUTIONS ALLOWED) AE223N | \$ 87.27/500 | 20,000 | \$ 3,490.80 |

Since we don't handle reloads,
 we have bid factory new Federal
 American Eagle Ammo - Full Metal
 Jacket loads

LE223T3

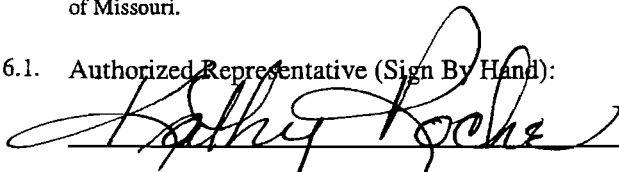
| | | | | | |
|---------|--|---------|---------------|--------|--------------|
| 4.9.5. | Federal .223 62 grain tactical bonded (NO SUBSTITUTIONS ALLOWED) | LE223T1 | \$ 146.96/200 | 2,000 | \$ 1,469.60 |
| 4.9.6. | Federal .223 55 grain tactical bonded (NO SUBSTITUTIONS ALLOWED) | LE223T1 | \$ 146.96/200 | 2,000 | \$ 1,469.60 |
| 4.9.7. | .308 Federal 165 grain tactical rounds TBTL (NO SUBSTITUTIONS ALLOWED) | LE308T1 | \$ 192.49/200 | 1,000 | \$ 962.45 |
| 4.9.8. | Sub-Total of Factory Loads (4.9.4.- 4.9.7.) | | | | \$ 7,392.45 |
| 4.10. | Reloads (to be used as practice ammunition) | | | | |
| 4.10.1. | .40 Caliber 180 grain. Equivalent to Remington Golden Saber BJHP GSB40SWB Federal AE40RL | | \$ 127.40/M | 40,000 | \$ 5,096.00 |
| 4.10.2. | .45 Caliber 230 grain. Equivalent to Remington Golden Saber BJHP GSB45APB Federal AE45A | | \$ 147.80/M | 10,000 | \$ 1,478.00 |
| 4.10.3. | 9mm 124 grain. Equivalent to Remington Golden Saber BJHP GSB9MMD Federal AE9AP | | \$ 102.87/M | 7,000 | \$ 720.09 |
| 4.10.4. | Sub-Total for Reloads (4.10.1-4.10.3.) | | | | \$ 7,294.09 |
| 4.11. | Grand Total for Ammunition (4.7.1. + 4.8.6. + 4.9.4. + 4.10.4.) | | | | \$ 20,199.58 |

- 4.12. Maximum Percentage Increase for 0 % 2nd Year 0 % 3rd Year
- 4.13. Minimum Quantity for Order: 1 case Rounds Per Type (case quantities are shown in the unit price)
- 4.14. Delivery after Receipt of Order: 5-60 Days
 Normally we should have the ammo in stock for immediate shipment.
- 4.15. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? x Yes No

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.16. 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 Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.16.1. Authorized Representative (Sign By Hand):



Date: April 25, 2006

4.16.2. Print Name and Title of Authorized Representative

Kathy Roche

Date: April 25, 2006



Request for Bid (Bid)

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

Heather Turner, CPPB, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **39-11MAY06**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, MAY 11, 2006**
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **THURSDAY, MAY 11, 2006**
Time: **10:30 A.M.**
Location / Address: Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Standard Terms and Conditions

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, 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. 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 also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. 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.
- 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 period resulting from this Bid will have an initial term from date of award through December 31, 2006, and may be automatically renewed for an additional two (2) years unless canceled by 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 the furnishing of **Ammunition** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **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. **CONTRACT DURATION** - The contract shall be effective from **Date of Award through December 31, 2006**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided 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 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.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 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 shall not pay freight, etc. in addition to the price of the item.
- 2.6. **SCOPE OF SERVICE** – The Sheriff’s Department will order ammunition of various types and quantities, as detailed on the *Response Form*, on an “as needed” basis.
- 2.7. **ADDITIONAL INSTRUCTIONS**
- 2.7.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7.2. **Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.
- 2.7.3. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.7.4. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of

written specifications and product evaluation prior to any approvals being granted.

- 2.8. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff's Department, 2121 County Road, Columbia, MO 65202.
- 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
- 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. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.11. **DESIGNEE** – Boone County Sheriff's Department
- 2.11.1. **Bid Clarification** – Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: hturner@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
 - 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

| | Item | Unit Price | Estimated Rounds | Extended Price |
|--------|--|------------|------------------|----------------|
| 4.7. | Less Lethal Ammunition | | | |
| 4.7.1. | CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED) | \$ | 500 | \$ |
| 4.8. | Other Ammunition | | | |
| 4.8.1. | American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED) | \$ | 13,000 | \$ |
| 4.8.2. | American Eagle 223, 55 grain FMJ (NO SUBSTITUTIONS ALLOWED) | \$ | 20,000 | \$ |
| 4.8.3. | Federal F127 RS 12 gauge 2 3/4" slugs (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.8.4. | Federal F127 00 12 gauge 2 3/4" buck (NO SUBSTITUTIONS ALLOWED) | \$ | 2,000 | \$ |
| 4.8.5. | #7 1/2" or 8" Birdshot: 12 gauge 2 3/4" (NO SUBSTITUTIONS ALLOWED) | \$ | 3,000 | \$ |
| 4.8.6. | Sub-Total for Other Ammunition (4.8.1-4.8.5.) | | | \$ |
| 4.9. | Factory Loads | | | |
| 4.9.1. | Remington Golden Saber, .40 Caliber 180 grain BJHP GSB40SWB (NO SUBSTITUTIONS ALLOWED) | \$ | 6,000 | \$ |
| 4.9.2. | Remington Golden Saber, .45 Caliber 230 grain BJHP GSB45APB (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.9.3. | Remington Golden Saber, 9mm 124 grain, BJHP GSB9MMD (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.9.4. | American Eagle .223 62 grain (NO SUBSTITUTIONS ALLOWED) | \$ | 20,000 | \$ |

| | | | | |
|---------|--|----|--------|----|
| 4.9.5. | Federal .223 62 grain tactical bonded (NO SUBSTITUTIONS ALLOWED) | \$ | 2,000 | \$ |
| 4.9.6. | Federal .223 55 grain tactical bonded (NO SUBSTITUTIONS ALLOWED) | \$ | 2,000 | \$ |
| 4.9.7. | .308 Federal 165 grain tactical rounds TBTL (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.9.8. | Sub-Total of Factory Loads (4.9.1.– 4.9.7.) | | | \$ |
| 4.10. | Reloads (to be used as practice ammunition) | | | |
| 4.10.1. | .40 Caliber 180 grain. Equivalent to Remington Golden Saber BJHP GSB40SWB | \$ | 40,000 | \$ |
| 4.10.2. | .45 Caliber 230 grain. Equivalent to Remington Golden Saber BJHP GSB45APB | \$ | 10,000 | \$ |
| 4.10.3. | 9mm 124 grain. Equivalent to Remington Golden Saber BJHP GSB9MMD | \$ | 7,000 | \$ |
| 4.10.4. | Sub-Total for Reloads (4.10.1–4.10.3.) | | | \$ |
| 4.11. | Grand Total for Ammunition (4.7.1. + 4.8.6. + 4.9.4. + 4.10.4.) | | | \$ |

4.12. Maximum Percentage Increase for _____ % 2nd Year _____ % 3rd Year

4.13. Minimum Quantity for Order: _____ Rounds Per Type

4.14. Delivery after Receipt of Order: _____ Days

4.15. 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

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

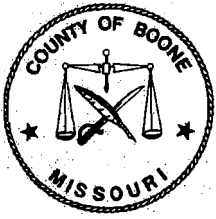
4.16. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.16.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.16.2. Print Name and Title of Authorized Representative

_____ Date: _____



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

Standard Terms and Conditions

Heather Turner, CPPB, Senior Buyer
(573) 886-4392 - FAX (573) 886-4390

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



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

“No Bid” Response Form

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 39-11MAY06 Ammunition Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT FOR
AMMUNITION TERM AND SUPPLY**

THIS AGREEMENT dated the 23 day of May 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **ALS Technologies**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Ammunition, bid number **39-11MAY06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated May 1, 2006 and executed by M.G. Aultman, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:
 - Item 4.7.1. – CTS Super Sock 12 Gauge
3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 30 days after receipt of order.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

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

ALS TECHNOLOGIES

by [Signature]
title Dir. of Training

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

1251/1255/2901-23200-
Term & Supply

Term & Supply - No Encumbrance Required 5/17/2006
Signature Date Appropriation Account

4. Response Form

- 4.1. Company Name: ALS Technologies
- 4.2. Address: 10 Box 525
- 4.3. City/Zip: Ball Shoals AR 72619
- 4.4. Phone Number: (870) 445-8746
- 4.5. Fax Number: (870) 445-6191
- 4.6. Federal Tax ID: 71-0817693
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

| | Item | Unit Price | Estimated Rounds | Extended Price |
|--------|--|------------|------------------|----------------|
| 4.7. | Less Lethal Ammunition | | | |
| 4.7.1. | CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED) | \$ 3,75 ea | 500 | \$ 1875.00 |
| 4.8. | Other Ammunition | | | |
| 4.8.1. | American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED) | \$ | 13,000 | \$ |
| 4.8.2. | American Eagle 223, 55 grain FMJ (NO SUBSTITUTIONS ALLOWED) | \$ | 20,000 | \$ |
| 4.8.3. | Federal F127 RS 12 gauge 2 3/4" slugs (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.8.4. | Federal F127 00 12 gauge 2 3/4" buck (NO SUBSTITUTIONS ALLOWED) | \$ | 2,000 | \$ |
| 4.8.5. | #7 1/2" or 8" Birdshot: 12 gauge 2 3/4" (NO SUBSTITUTIONS ALLOWED) | \$ | 3,000 | \$ |
| 4.8.6. | Sub-Total for Other Ammunition (4.8.1-4.8.5.) | | | \$ |
| 4.9. | Factory Loads | | | |
| 4.9.1. | Remington Golden Saber, .40 Caliber 180 grain BJHP GSB40SWB (NO SUBSTITUTIONS ALLOWED) | \$ | 6,000 | \$ |
| 4.9.2. | Remington Golden Saber, .45 Caliber 230 grain BJHP GSB45APB (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.9.3. | Remington Golden Saber, 9mm 124 grain, BJHP GSB9MMD (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.9.4. | American Eagle .223 62 grain (NO SUBSTITUTIONS ALLOWED) | \$ | 20,000 | \$ |

| | | | | |
|---------|--|----|--------|----|
| 4.9.5. | Federal .223 62 grain tactical bonded (NO SUBSTITUTIONS ALLOWED) | \$ | 2,000 | \$ |
| 4.9.6. | Federal .223 55 grain tactical bonded (NO SUBSTITUTIONS ALLOWED) | \$ | 2,000 | \$ |
| 4.9.7. | .308 Federal 165 grain tactical rounds TBTL (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.9.8. | Sub-Total of Factory Loads (4.9.1.- 4.9.7.) | | | \$ |
| 4.10. | Reloads (to be used as practice ammunition) | | | |
| 4.10.1. | .40 Caliber 180 grain. Equivalent to Remington Golden Saber BJHP GSB40SWB | \$ | 40,000 | \$ |
| 4.10.2. | .45 Caliber 230 grain. Equivalent to Remington Golden Saber BJHP GSB45APB | \$ | 10,000 | \$ |
| 4.10.3. | 9mm 124 grain. Equivalent to Remington Golden Saber BJHP GSB9MMD | \$ | 7,000 | \$ |
| 4.10.4. | Sub-Total for Reloads (4.10.1-4.10.3.) | | | \$ |
| 4.11. | Grand Total for Ammunition (4.7.1. + 4.8.6. + 4.9.4. + 4.10.4.) | | | \$ |

4.12. Maximum Percentage Increase for _____ % 2nd Year _____ % 3rd Year

4.13. Minimum Quantity for Order: 250 Rounds Per Type

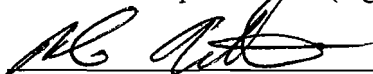
4.14. Delivery after Receipt of Order: 30 Days

4.15. 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

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.16. 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 Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.16.1. Authorized Representative (Sign By Hand):

 Date: 5-1-06

4.16.2. Print Name and Title of Authorized Representative

M.G. Aultman Dir of Training Date: 5-1-06



Request for Bid (Bid)

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

Heather Turner, CPPB, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **39-11MAY06**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, MAY 11, 2006**
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **THURSDAY, MAY 11, 2006**
Time: **10:30 A.M.**
Location / Address: Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Standard Terms and Conditions

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, 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. 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 also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. 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.
- 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 period resulting from this Bid will have an initial term from date of award through December 31, 2006, and may be automatically renewed for an additional two (2) years unless canceled by 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 the furnishing of **Ammunition** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
 - 2.1.1. **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. **CONTRACT DURATION** - The contract shall be effective from **Date of Award through December 31, 2006**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
 - 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.2. If renewal percentages are not provided 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 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.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 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 shall not pay freight, etc. in addition to the price of the item.
- 2.6. **SCOPE OF SERVICE** – The Sheriff’s Department will order ammunition of various types and quantities, as detailed on the *Response Form*, on an “as needed” basis.
- 2.7. **ADDITIONAL INSTRUCTIONS**
 - 2.7.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
 - 2.7.2. **Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.
 - 2.7.3. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
 - 2.7.4. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of

written specifications and product evaluation prior to any approvals being granted.

- 2.8. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff's Department, 2121 County Road, Columbia, MO 65202.
- 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
- 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. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.11. **DESIGNEE** – Boone County Sheriff's Department
- 2.11.1. **Bid Clarification** – Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: hturner@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time**.
- 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. Corporation
- 4.6.1. Partnership - Name _____
- 4.6.1. Individual/Proprietorship - Individual Name _____
- 4.6.1. Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

| | Item | Unit Price | Estimated Rounds | Extended Price |
|--------|--|------------|------------------|----------------|
| 4.7. | Less Lethal Ammunition | | | |
| 4.7.1. | CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED) | \$ | 500 | \$ |
| 4.8. | Other Ammunition | | | |
| 4.8.1. | American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED) | \$ | 13,000 | \$ |
| 4.8.2. | American Eagle 223, 55 grain FMJ (NO SUBSTITUTIONS ALLOWED) | \$ | 20,000 | \$ |
| 4.8.3. | Federal F127 RS 12 gauge 2 3/4" slugs (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.8.4. | Federal F127 00 12 gauge 2 3/4" buck (NO SUBSTITUTIONS ALLOWED) | \$ | 2,000 | \$ |
| 4.8.5. | #7 1/2" or 8" Birdshot: 12 gauge 2 3/4" (NO SUBSTITUTIONS ALLOWED) | \$ | 3,000 | \$ |
| 4.8.6. | Sub-Total for Other Ammunition (4.8.1-4.8.5.) | | | \$ |
| 4.9. | Factory Loads | | | |
| 4.9.1. | Remington Golden Saber, .40 Caliber 180 grain BJHP GSB40SWB (NO SUBSTITUTIONS ALLOWED) | \$ | 6,000 | \$ |
| 4.9.2. | Remington Golden Saber, .45 Caliber 230 grain BJHP GSB45APB (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.9.3. | Remington Golden Saber, 9mm 124 grain, BJHP GSB9MMD (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.9.4. | American Eagle .223 62 grain (NO SUBSTITUTIONS ALLOWED) | \$ | 20,000 | \$ |

| | | | | |
|---------|--|----|--------|----|
| 4.9.5. | Federal .223 62 grain tactical bonded (NO SUBSTITUTIONS ALLOWED) | \$ | 2,000 | \$ |
| 4.9.6. | Federal .223 55 grain tactical bonded (NO SUBSTITUTIONS ALLOWED) | \$ | 2,000 | \$ |
| 4.9.7. | .308 Federal 165 grain tactical rounds TBTL (NO SUBSTITUTIONS ALLOWED) | \$ | 1,000 | \$ |
| 4.9.8. | Sub-Total of Factory Loads (4.9.1.– 4.9.7.) | | | \$ |
| 4.10. | Reloads (to be used as practice ammunition) | | | |
| 4.10.1. | .40 Caliber 180 grain. Equivalent to Remington Golden Saber BJHP GSB40SWB | \$ | 40,000 | \$ |
| 4.10.2. | .45 Caliber 230 grain. Equivalent to Remington Golden Saber BJHP GSB45APB | \$ | 10,000 | \$ |
| 4.10.3. | 9mm 124 grain. Equivalent to Remington Golden Saber BJHP GSB9MMD | \$ | 7,000 | \$ |
| 4.10.4. | Sub-Total for Reloads (4.10.1–4.10.3.) | | | \$ |
| 4.11. | Grand Total for Ammunition (4.7.1. + 4.8.6. + 4.9.4. + 4.10.4.) | | | \$ |

4.12. Maximum Percentage Increase for _____ % 2nd Year _____ % 3rd Year

4.13. Minimum Quantity for Order: _____ Rounds Per Type

4.14. Delivery after Receipt of Order: _____ Days

4.15. 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

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.16. 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 Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.16.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.16.2. Print Name and Title of Authorized Representative

_____ Date: _____

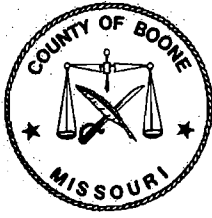


Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Standard Terms and Conditions

Heather Turner, CPPB, Senior Buyer
(573) 886-4392 - FAX (573) 886-4390

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



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

“No Bid” Response Form

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 39-11MAY06 Ammunition 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.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 23rd day of May 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the attached order for Public Nuisance and Order for Abatement . The location of the public nuisance is as follows: lot on Sugar Creek Drive, Columbia Mo. a/k/a parcel # 16-103-07-00-011.0001, Section 07, Township 48, Range 13 as shown by deed book 1041 page 0762 Boone County. It is further ordered that the Presiding Commissioner be hereby authorized to sign said order.

Done this 23rd day of May, 2006.

ATTEST:

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

Keith Schmarre
Keith Schmarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

| | | |
|---------------------------|---|--------------------------------------|
| In Re: Nuisance Abatement |) | May Session |
| lot on Sugar Creek Drive |) | April Adjourned |
| |) | Term 2006 |
| |) | Commission Order No. <u>209-2006</u> |

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 23rd day of May, 2006, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish, garbage, tin, steel, derelict and inoperable appliances, broken furniture, a derelict 4-door brown and tan Oldsmobile vehicle and a derelict gray 2-door Firebird vehicle
4. The location of the public nuisance is as follows: lot on Sugar Creek Drive, Columbia, MO, a/k/a parcel# 16-103-07-00-011.00 01, Section 07, Township 48, Range 13 as shown by deed book 1041 page 0762, Boone County
5. The specific violation of the Code is:
Motor vehicle nuisance in violation of section 6.9 of the Code
Solid waste/trash nuisance in violation of section 6.5 of the Code
5. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code to the property owner, occupant, and any other applicable interested persons.
6. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.

7. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so.

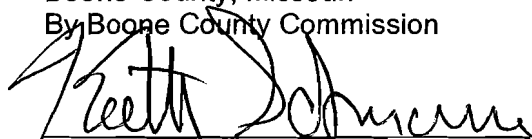
Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission


Presiding Commissioner

ATTEST:


Boone County Clerk

Narayanan and Maheswari Ravindran
Sugar Creek Road - nuisance violation
TIMELINE

- 02/14/06: citizen complaint received via County Planning and Building Dept.
- 02/21/06: 1st inspection conducted
- 02/21/06: notice sent to owner via certified mail
- 02/22/06: certified notice received by owner
- 03/09/06: 2nd inspection conducted – violations still present
- 03/13/06: telephone conversation with owner – gave extension until 3/31/06
- 04/03/06: 3rd reinspection conducted – violations still present
- 04/03/06: telephone conversation with owner – gave 2nd extension until 05/01/06
- 05/08/06: 4th reinspection conducted – violations still present
- 05/08/06: pictures taken at ~ 10:00 am

HEARING NOTICE

Narayanan and Maheswari Ravindran
1313 Garden Court
Columbia, MO 65203-2243

An inspection of the property you own located on Sugar Cree Road (parcel # 16-103-07-00-011.00 01) was conducted on February 21, 2006 and revealed trash, rubbish, garbage, tin, steel, derelict and inoperable appliances, broken furniture, a derelict 4-door brown and tan Oldsmobile vehicle and a derelict gray 2-door Firebird vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Sections 6.5 and 6.9.

You are herewith notified that a hearing will be held before the County Commission on May 23, 2006 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Rinehart
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the _____ day of _____ 2006 by _____.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

23rd

day of

May

20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the VOCA Grant (\$54,646.61) for the Boone County Prosecuting Attorney's Office.

Done this 23rd day of May, 2006.

ATTEST:

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

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

VOCA APPLICATION SUMMARY REPORT

| | | | |
|--|--|--|--|
| Agency Name Boone County Prosecuting Attorney | | Program Title Victim Response Team | |
| Authorized Official Name and Address Name: <u>Keith Schnarre</u> Address: <u>801 E. Walnut Street</u> City: <u>Columbia</u> State/Zip: <u>MO 65201</u> E-Mail: <u>kschnarre@boonecountymmo.org</u> Phone Number: (<u>573</u>) <u>886</u> - <u>4305</u> Fax Number: (<u>573</u>) <u>886</u> - <u>4311</u> | Project Director Name and Address Name: <u>Bonnie J. Adkins</u> Address: <u>705 E. Walnut Street</u> City: <u>Columbia</u> State/Zip: <u>MO 65201-4485</u> E-Mail: <u>badkins@boonecountymmo.org</u> Phone Number: (<u>573</u>) <u>886</u> - <u>4112</u> Fax Number: (<u>573</u>) <u>886</u> - <u>4148</u> | Contact Person Name and Address Name: <u>Bonnie J. Adkins</u> Address: <u>705 E. Walnut Street</u> City: <u>Columbia</u> State/Zip: <u>MO 65201-4485</u> E-Mail: <u>badkins@boonecountymmo.org</u> Phone Number: (<u>573</u>) <u>886</u> - <u>4112</u> Fax Number: (<u>573</u>) <u>886</u> - <u>4148</u> | |

Total Amount of VOCA Funds Requested \$ 54,646.61

Prorate the VOCA Funds Requested (give dollar amount and percentage) by types of victims to be served: (Please give your best estimates.)

\$ 21,858.65 40 % Domestic Violence \$ 1,639.40 3 % Child Abuse \$ 1,639.40 3 % Sexual Assault
 \$ 29,509.16 54 % Total Underserved and Other (Break out total of Underserved/Other and prorate Total below)

Prorated Amounts and % of Underserved (\$ and % must equal \$ and % Total Underserved and Other above):

| Description of Underserved/Other | Prorated \$ Amount | % Of Total Underserved and Other |
|--|--------------------|----------------------------------|
| Burgl/Stealing/Forgery/Tamper | \$ 20,765.72 | 38 % |
| Assault (non domestic) Peace Disturbance | \$ 13,661.66 | 25 % |
| Property Dmg Trespass Property crimes | \$ 16,393.99 | 30 % |
| ACA/UUW (weapons offenses) | \$ 1,639.40 | 3 % |
| Underserved victims | \$ 2,185.84 | 4 % |

Indicate the anticipated number of victims to be served by this VOCA funded project: 2,815 Total Victims of Crime _____ Hotline Calls
 (Not including hotline calls)

If a domestic violence shelter, indicate the anticipated number of women and children to be served in shelter or outreach services, the number of anticipated hotline calls and the anticipated number of bednights.
 _____ Women _____ Children _____ Hotline Calls
 _____ Bednights

Geographic Area(s) to be served by this VOCA project:

The requested VOCA funds will be used to: Fund a New Project Expand/Enhance an Existing Project Continue a Previously Funded VOCA Project

Give a brief summary of the VOCA project. (Please type the description on this form.)

The Victim Response Team is comprised of our Victim Specialist, our Victim Assistant and volunteers from local colleges, Universities and the community. Each case handled by the Boone County Prosecuting Attorney's Office is assigned to one of the members of the Victim Response Team, who is responsible for notifying the victims and informing them of their case progress and their rights as a victim. Our Victim Specialist provides crisis intervention with rape victims and victims of domestic violence, brief counseling for parents of children who have been sexually abused and an extensive referral network. In addition the Victim Response Team provides explanation of court and legal procedures, notification of court dates, restitution management, victim impact statements, assistance completing Missouri Crime Victims Compensation Fund applications, escorts to court proceedings or depositions and information as to how the case is finally resolved. The Victim Response Team strives to expand and improve services to victims in Boone County. We continually try to enhance our volunteer program, which has included students from the University of Missouri, Stephens College, Columbia College, William Woods and the community. Our volunteers are a crucial part of our Victim Response Team. Our goal for the volunteer program is to provide additional staff to make contact with victims that we would not have been able to serve as readily.

Application for Funding



Missouri Department of Public Safety
Office of the Director
P.O. Box 749 Jefferson City, MO 65102
573-751-4905 e-mail: dpsinfo@dps.mo.gov



SECTION 1 - INSTRUCTIONS

This application must be typewritten. Please refer to the enclosed instructions to complete this form.

SECTION 2 - GRANT PROGRAMS

- VOCA - Victims of Crime Act SSVF - State Services to Victims Fund STOP - Stop Violence Against Women Grant Program
 JAG - Justice Assistance Grant MCLUP - Mo. Crime Lab Upgrade Program RSAT - Residential Substance Abuse & Treatment Program
 CLAP - Crime Lab Assistance Program LLEBG/JAG - Local Law Enforcement Block Grant/
JAG Grant LGSD - Local Government School District Program
 Title V - Delinquency & Youth Violence Prevention Title II - Juvenile Justice Formula Grants JAIBG - Juvenile Accountability Incentive Block Grant
 Challenge - Statewide Policies and Programs

SECTION 3 - APPLICANT AGENCY

AGENCY
Boone County Prosecuting Attorney
FAX (573) 886-4148
PHONE (573) 886-4100
ADDRESS
705 E. Walnut Street
CITY STATE ZIP + FOUR
Columbia Mo 65201-4485

SECTION 4 - APPLICANT AUTHORIZED OFFICIAL

NAME
Keith Schnarre
FAX (573) 886-4311
PHONE (573) 886-4305

TITLE
Presiding Commissioner

AGENCY
Boone County Commission

ADDRESS
801 E. Walnut Street

CITY STATE ZIP + FOUR
Columbia MO 65201-0000

SECTION 5 - PROJECT DIRECTOR

NAME
Bonnie J. Adkins
FAX (573) 886-4148
PHONE (573) 886-4112

TITLE
Office Administrator
E-Mail Address:
badkins@boonecountymmo.org

AGENCY
Boone County Prosecuting Attorney

ADDRESS
705 E. Walnut Street

CITY STATE ZIP + FOUR
Columbia Mo 65201-4485

SECTION 6 - APPLICANT FISCAL OFFICER

NAME
Kay Murray
FAX (573) 886-4369
PHONE (573) 886-4365

TITLE
Boone County Treasurer

AGENCY
Boone County Treasurer's Office

ADDRESS
801 E. Walnut Street Room 112

CITY STATE ZIP + FOUR
Columbia Mo 65201-0000

SECTION 7 - NON-PROFIT BOARD CHAIRPERSON

NAME
n/a
FAX
PHONE

TITLE

AGENCY

ADDRESS

CITY STATE ZIP + FOUR

SECTION 8 - PROJECT TITLE

Victim Response Team

SECTION 9 - TYPE OF APPLICATION

New Revised Renewal Continuation

SECTION 10 - CURRENT CONTRACT NUMBER(S)

2003-VOCA-0096 2003-VAWA-0059

SECTION 11 - APPLICANT'S FEDERAL TAX I.D.

43-6000349

SECTION 12 - PROGRAM CATEGORY

SECTION 13 - CONTRACT PERIOD

Beginning Date 10 1 2006 End Date 9 30 2006

SECTION 14 - TYPE OF PROJECT

Statewide Regional Local

SECTION 15 - PROGRAM INCOME

Will Program Income be generated? Yes No

SECTION 16 - BUDGET

| | Total Cost |
|-------------------------|------------------|
| PERSONNEL | 65,516.79 |
| VOLUNTEER MATCH | 0.00 |
| TRAVEL | 1,719.47 |
| EQUIPMENT | |
| SUPPLIES/OPERATIONS | 1,072.00 |
| CONTRACTUAL | |
| RENOVATION/CONSTRUCTION | |
| TOTAL PROJECT COSTS | \$68,308.26 |
| FEDERAL/STATE SHARE | 80 % \$54,646.61 |
| LOCAL MATCH SHARE | 20 % \$13,661.65 |

SECTION 17 - AUTHORIZED OFFICIAL'S SIGNATURE

Keith Schnarre 5-23-06
Signature Date