

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the

25th

day of

June

20

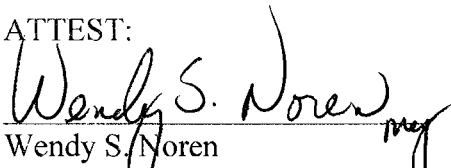
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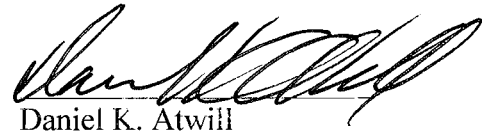
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 7 Cardinal Ct., parcel #16-405-18-01-013.00 01.

Done this 25th day of June, 2015.

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

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

In Re: Nuisance Abatement)	June Session
7 Cardinal Ct)	April Adjourned
Columbia, MO 65203)	Term 2015
)	Commission Order No. <u>260-2015</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 25th day of June 2015, 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: weeds in excess of 12" high in front and back yard
4. The location of the public nuisance is as follows: 7 Cardinal Ct, Sugartree Hill Lot 4 (a/k/a parcel # 16-405-18-01-013.00 01) Section 18, Township 48, Range 13 as shown by deed book 0010 page 0096, Boone County
5. The specific violation of the Code is weeds in excess of 12" high in front and back yard is in violation of sections 6.7 of the Code. 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 on the 18 day of May, 2015, to the property owner, occupant, and any other applicable interested persons.
7. 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.
8. 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 as required by the Health Director or Official's original order referred to above.

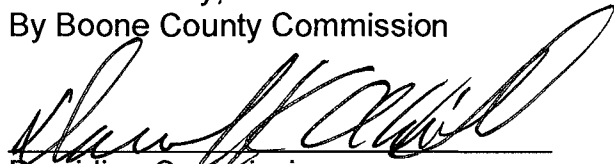
Order For Abatement Chargeable As a Special Assessment To The Property

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.

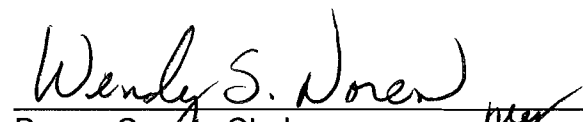
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

check: June 3

May 11, 2015 4:08:53 PM CDT
File Edit Commands Help
SUNGARD PUBLIC SECTOR
NavLine

6255
 Events
 Email log
 Reminders
 Work requests

Call Information
Call ID: 6255 Status: Open Entity: City of Columbia
Description: Randy Brown 446 8376
Comments
#7 Cardinal Ct. Tall grass

Call Details
Call type: CE-County Nuisance
Entry date/time: 05/04/2015 09:26:20
Entry user ID: Miles, Michelle M Health
Origin:
Work group: Environmental Health

Contact Information
Q Contact ID: 154830
Contact name: Undefined
Q From phone: (573) 555-5555
Customer:
Location:
Service:

Call Assignment/Notification
Contact notification: Call back
Notification date:
Email updates: No
Notification user:
Forward to user: Dewrock, Britni M - HL Env. I

Close Information
Close date/time: 00:00:00
Close user:
Elapsed time:
Action taken:

Print
Cancel
Exit
Refresh
Toggle Inform...
Contact Inquiry

7 Cardinal Ct

KUO Kenneth Ching-Tein

ACTIVITY LOG

05/17/2015 citizen complaint received

05/18/2015 complaint investigated – weeds exceed 12” in front and back yard

05/18/2015 notice of violation sent via Certified Mail

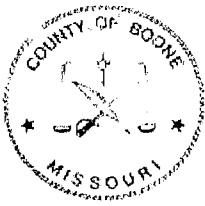
05/19/2015 Certified letter signed for by Evan Gentzler

06/10/2015 reinspection conducted – violation still present

06/10/2015 pictures taken

06/11/2015 hearing notice sent via First Class Mail

06/19/2015 Spoke with Lawyer for Public Administrator. Kenneth Kuo is deceased and there are no heirs as of now to take over the property.



Boone County Assessor

Boone County Government Center
 801 E. Walnut, Room 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254

Parcel 16-405-18-01-013.00 01

Property Location 7 S CARDINAL CT

City **COLUMBIA** Road **COMMON ROAD DISTRICT (CO)** School **COLUMBIA (C1)**
 Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **KUO KENNETH CHING-TIEN**
 Address **705 E WALNUT ST**
 Care Of **C/O PUBLIC ADMINISTRATOR**
 City, State Zip **COLUMBIA, MO 65201 - 4486**

Subdivision Plat Book/Page **0010 0096**

Section/Township/Range **18 48 13**

Legal Description **SUGARTREE HILL
 LOT 4**

Lot Size **30.00 x 124.45**

Irregular shape **Y**

Deed Book/Page **0578 0831**

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	12,000	48,900	60,900	RI	2,280	9,291	11,571
Totals	12,000	48,900	60,900	Totals	2,280	9,291	11,571

Most Recent Tax Bill(s)

Residence Description

Year Built **1972**
 Use **SINGLE FAMILY
 (101)**

Basement	NONE (1)	Attic	NONE (1)
Bedrooms	3	Main Area	988
Full Bath	1	Finished Basement Area	0
Half Bath	0		
Total	5	Total Square Feet	988

Nora Dietzel
Boone County , Missouri - Recorder of Deeds

[Click Here To View Document](#)

Boone County Recorder of Deeds
801 East Walnut, Rm. 132
Columbia, MO 65201-7728

(573) 886-4345 Office
(573) 886-4359 Fax

Document recording information

Instrument RL - FULL DEED OF
RELEASE
Document No. 2002017753
Book 1943
Page 415
Recording Date 6/24/2002 2:08:59 PM
Dated date 6/14/2002

Referenced By This Document (1)

Book: 399 Page: 893

References To This Document (0)

Grantor(s) (2)

UNITED STATES OF AMERICA
UNITED STATES DEPT OF AGRICULTURE

Grantee(s) (2)

KUO, KENNETH CHING-TIEN
KUO, TESLA KAVENA

Legal Description(s) (1)

LT 4 SUGARTREE HILLS SUB FF SUGARTREE HILL



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Kuo Kenneth Ching-Tien
705 E Walnut St.
C/O Public Administrator
Columbia, MO 65201-4486

An inspection of the property you own on located at 7 S Cardinal St.. (parcel's # 16-405-18-01-013.00 01) was conducted on May 15, 2015 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the weeds have not been cut by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the weeds are not cut and removed as ordered, the County Commission may have the weeds cut and removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the weeds are cut within the 15-day period, no further action is necessary.**

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. Your cooperation is greatly appreciated.

Sincerely,

Britni Hendren
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 18th day of May 2015 by MN.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Kuo Kenneth Ching-Tien
705 E Walnut Street
C/O Public Administrator
Columbia, MO 65201-4486

An inspection of the property you own located at #7 Cardinal Ct. (parcel #16-405-18-01-013.00 01) was conducted on May 14, 2015 and revealed weeds in excess of 12" high on the premises. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Thursday June 25, 2015, at 1:30 pm, 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,

Britni Hendren
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 10th day of June 2015 by BH.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to: **BH**

Kuo Kenneth Ching-Tien
705 E. Walnut St.
C/O Public Administrator
Columbia, MO 65201-4486

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
[Signature]

B. Received by (Printed Name) **EVAN GENTZEN**

C. Date of Delivery

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

Article Number **7013 1710 0000 5559 2833**
 Transfer from service label)
 Form 3811, July 2013 Domestic Return Receipt

2. Article Number (Transfer from service label) **7012 2920 0002 4698 2408**
 PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Kenneth Ching-Tien Kuo
C/O Public Administrator
705 E. Walnut St.
Columbia, MO 65201-4486

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

7012 2920 0002 4698 2408

For delivery information visit our website at www.usps.com

Postage & Fees
 Certified Fee \$
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees **\$6.48**

Postmark
 MAY 18 2015
 65201-4486

Sent To
 Kenneth Ching-Tien Kuo
 C/O Public Administrator
 705 E. Walnut St.
 Columbia, MO 65201-4486

PS Form 3800, August 2006 See Reverse for Instructions

7013 1710 0000 5559 2833

CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage & Fees
 Certified Fee \$
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees **\$6.73**

Postmark
 MAY 11 2015
 65201-4486

Sent To
 Kuo Kenneth Ching-Tien
 705 E Walnut St
 C/O Public Administrator
 Columbia, MO 65201-4486

PS Form 3800, August 2006 See Reverse for Instructions

Boone County, Missouri
Unofficial Document

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FULL DEED OF RELEASE

The (assigned) identified note(s) secured by
the within deed(s) of trust was (were)
produced and canceled.

Bettie Johnson, Recorder of Deeds
Boone County, Missouri



Recorded in Boone County, Missouri

Date and Time: 06/24/2002 at 02:08:59 PM

Instrument #: 2002017753 Book:01943 Page:0415

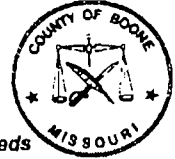
First Grantor. UNITED STATES OF AMERICA

First Grantee KUO, KENNETH CHING-TIEN

Instrument Type. RL

Recording Fee. \$29.00

Bettie Johnson
Bettie Johnson, Recorder of Deeds



RECORDING COVER SHEET
USDA, Rural Development

- Title of Document: Satisfaction of Lien
- 1. Date of Document: June 14, 2002
- 2. Grantor(s): **United States of America acting through the United States Dept. of Agriculture**
- 3. Grantor(s) Address: **1715D West Worley
Columbia, MO 65203**
- 4. Grantee(s): **Kenneth Ching-Tien Kuo and Tesla Kavena Kuo**
- 5. Grantee(s) Address: **7 S. Cardinal Court
Columbia, MO 65203**
- 6. Legal Description:
**Lot 4 Sugartree Hill according to the recorded Plat thereof in Plat Book 10
Page 96 of the Boone County Records.**
- 7. Reference Book and Page(s) (if applicable): **Book 399, Page 893**

Nora Dietzel, Recorder of Deeds

Boone County, Missouri Unofficial Document

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USDA
Form RD 460-4
(Rev. 3-02)

SATISFACTION OF LIEN *Position 1 (Chattel Security)* *Position 5 (Real Estate Security)*

The United States of America, acting through the United States Department of Agriculture as owner and holder of the following-described lien instruments, made and executed by Kenneth Ching-Tien Kuo and Tesla Kavena Kuo and recorded or filed in Boone County State of Missouri, satisfies and discharges this lien instrument.

LIEN INSTRUMENT	MORTGAGEE	DATE OF INSTRUMENT	DATE FILED	RECORD OF FILE NO.	BOOK NUMBER	PAGE NUMBER
Deed of Trust	United States of America	8-17-71	8-18-71	6259	399	893
Lot 4 Sugartree Hill according to the recorded Plat thereof in Plat Book 10 Page 96 of the Boone County Records.						

Boone County, Missouri
Unofficial Document

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IN WITNESS WHEREOF, the United States of America has caused this satisfaction to be
signed the 14th day of June, 2002.

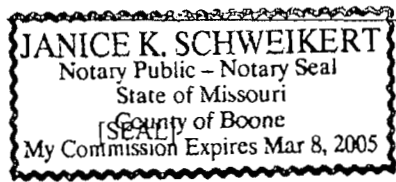
WITNESSES: _____ By Don V. Wemhoff UNITED STATES OF AMERICA
DON V. WEMHOFF
Title Community Development Manager
Agency USDA Rural Development
United States Department of Agriculture

STATE OF MISSOURI
COUNTY OF BOONE } ss:

ACKNOWLEDGMENT

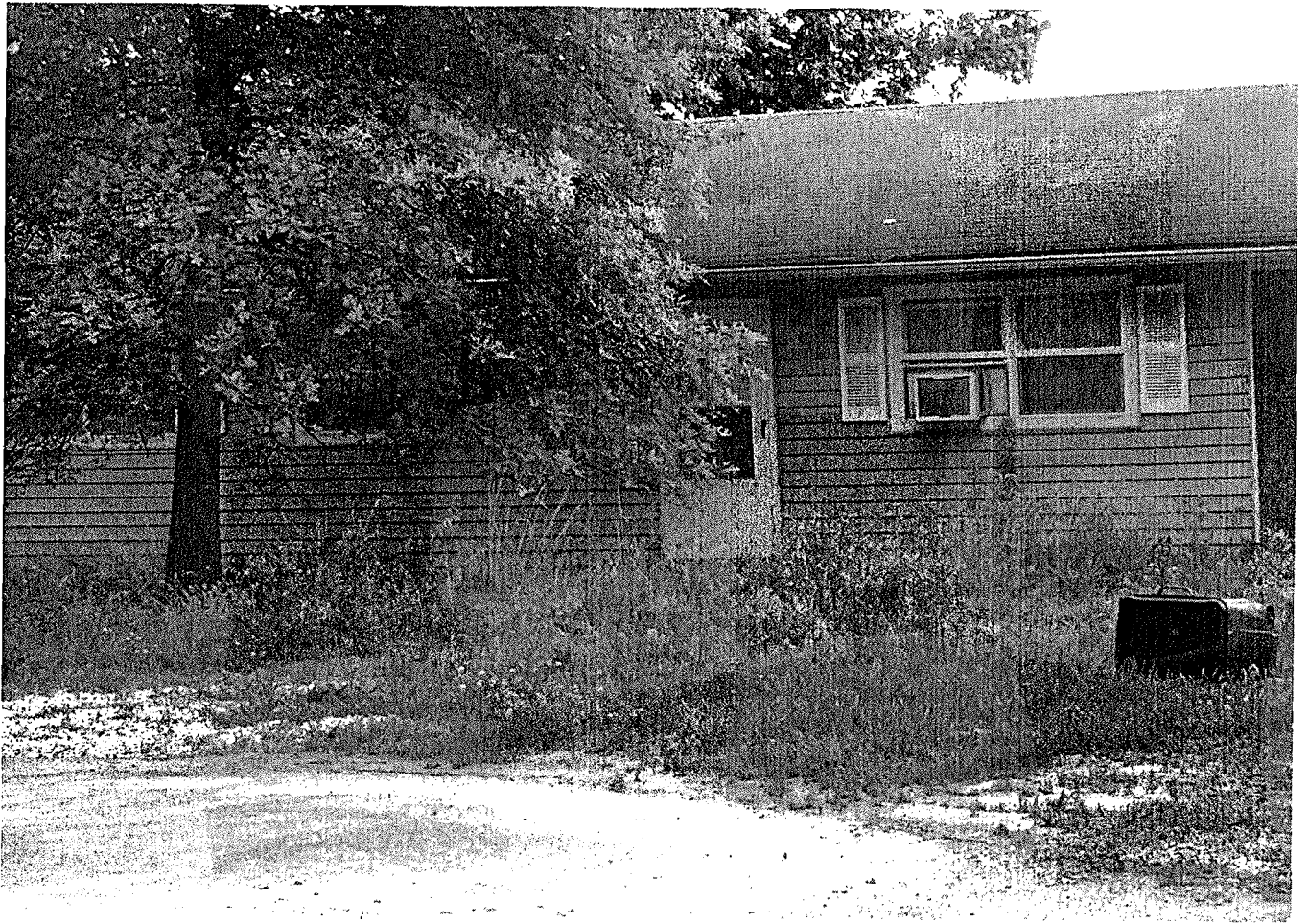
On this 14th day of June, 2002, before me, the subscriber, a
Notary Public, in and for the above county and State,
appeared Don V. Wemhoff, known to me to be Community Development Manager
United States Department of Agriculture, and the person who executed the foregoing instrument, and he/she
acknowledged to me that he/she executed the same as the free act and deed of the United States of America, for the
uses the purposes mentioned in it.

IN WITNESS WHEREOF, I have set my hand and seal at Columbia, MO
_____ the day and year listed above.



Janice K. Schweikert
Janice K. Schweikert (Signature)

My commission expires March 8, 2005





CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

25th

day of

June

20

15

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

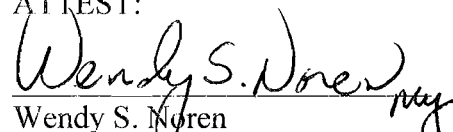
Now on this day the County Commission of the County of Boone does hereby award bid 24-29APR15 – Automotive Parts and Accessories Term and Supply to the following vendors:

- Scheppers International Truck Center
- Champion Brands, LLC
- Factory Motor Parts
- MHC Kenworth – Columbia

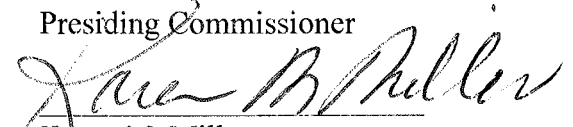
The terms of the bid award are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements.

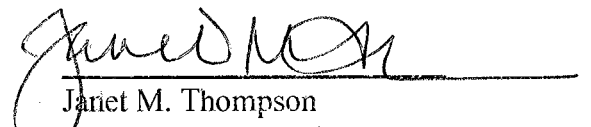
Done this 25th day of June, 2015.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

Boone County Purchasing

Cheli Haley
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Cheli Haley
DATE: June 16, 2015

RE: Award Recommendation
Request for Bid Number 24-29APR15
Automotive Parts and Accessories Term and Supply

The above-referenced Request for Bid opened on April 29, 2015, and received a total of ten responses. The Response Form within the Request for Bid asked the bidders to price sixty commonly used items, however only two bidders priced every item. During the evaluation the Responses were ordered by quantity of items priced and by the number of lowest priced items. Greg Edington of Public Works recommends awarding by best bid for ease of contract administration to the four bidders shown in the list below per his attached memo.

Scheppers International Truck Center
Champion Brands, LLC
Factory Motor Parts
MHC Kenworth - Columbia

These four bidders priced 67% of the items listed on the Response Form. The contract will be used by Department 2040 – Public Works – Maintenance Operations, and approximately \$30,000.00 is expected to be expended from accounts 59100 – Vehicle Repairs/Maintenance and 60200 – Equipment Repairs/Maintenance of the department's 2015 budget. The contract period is July 1, 2015 through June 30, 2016 with two 1-year renewals.

ATT: Public Works Memo

**PURCHASE AGREEMENT
FOR
AUTOMOTIVE PARTS AND ACCESSORIES TERM AND SUPPLY**

THIS AGREEMENT dated the 25th day of June 2015, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ozark Kenworth, d/b/a MHC Kenworth-Columbia**, 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, the County of Boone Request for Bid for **Automotive Parts and Accessories Term and Supply**, bid number **24-29APR15**, any applicable addenda, and the Contractor's bid response dated **April 27, 2015** and executed by **Jeff Vincent** 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, this Purchase Agreement, the Request for Bid, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall **begin on July 1, 2015 and extend through June 30, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - Contractor agrees to deliver the items as specified within two (2) days after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Public Works Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

8. **Termination** - This agreement may be terminated by the County upon thirty (30) 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.

OZARK KENWORTH
d/b/a **MHC KENWORTH - COLUMBIA**

by [Signature]
title Parts Manager
address 8660 I 70 Dr. S.E.
Columbia MO. 65201

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

2040/59100/60200 Term & Supply

[Signature]
Signature by [initials]

6/17/15
Date

No Encumbrance Required
Appropriation Account

Servicing Location
MHC KENWORTH - COLUMBIA
8660 I-70 DRIVE SOUTHEAST
COLUMBIA, MO 65201
1-573-474-8400

CUST#
1245

C O U N T E R - C U S T O M E R Q U O T E

CONTROL#
Q0026560002084

<u>P.O.#</u>	<u>STATUS</u>	<u>TRUCK ID</u>	<u>CTRMAN</u>	<u>PAGE</u>	<u>DATE</u>
QUOTE	CHARGE		JEFFREY V	2	4/21/20

SOLD TO:
Boone County Public Works
5551 Hwy 63 South
Columbia MO 65201
(573)449-8515

CUSTOMER P/U

#	PART #	DESCRIPTION	ORD	NET	AMOUNT
20	RXGG4707QG	GRIPP-C668 67	1	55.10	55.10
21	CXGG4707QG	<i>CORE</i> CORE CHRGR BRAKE SHOE	1	48.28	<i>CORE</i> 48.28
22	RF0-16	WIPER BLAD WIPER BLADE	1	9.50	9.50
23	RF0-20	WIPER BLAD E-20" FLAT CONT	1	10.84	10.84
24	RF0-22	WIPER BLAD E-22" FLAT CONT	1	11.48	11.48
25	RF0-24	WIPER BLAD E-24" FLAT CONT	1	11.48	11.48
26	RF5-22	WIPER BLAD E	1	2.75	2.75
27	RFW-22	22" WINTER BLADE	1	4.84	4.84
28	RFW-20	20" WIPER BLADE	1	4.84	4.84
29	RF5-20	BLADE 20" TEFLON	1	2.82	2.82
30	RF5-24	BLADES-WIP ER	1	2.82	2.82
31	RFH6024	BULB .	1	9.17	9.17
32	RFH6054	BULB-RECT. HALOGEN-K	1	8.58	8.58
33	RFH4651	12.8V 50W/ 100 X 165MM 2 C	1	8.39	8.39
34	RF3357	12.8/14V 2 .23/.59A/S-8 PO	1	.60	.60
35	RF3157	12.8/14V 2 .1/.59A/S-8 POL	1	.65	.65
36	RF3156	12.8V 2.1A /S-8 POLYMER WE	1	1.12	1.12
37	RF3157NA	12.8/14V 2 .1/.59A/S-8 POL	1	1.73	1.73
38	RF9012LL	HIR2 12V 5 5W T3-1/2 PX22D	1	41.19	41.19

Serviceing Location
MHC KENWORTH - COLUMBIA
8660 I-70 DRIVE SOUTHEAST
COLUMBIA, MO 65201
1-573-474-8400

CUST# 1245 C O U N T E R - C U S T O M E R Q U O T E CONTROL# Q00265600020840
P.O.# STATUS TRUCK ID CTRMAN PAGE DATE
QUOTE CHARGE JEFFREY V 3 4/21/2016

SOLD TO:
Boone County Public Works
5551 Hwy 63 South
Columbia MO 65201
(573)449-8515

#	PART #	DESCRIPTION	ORD	NET	AMOUNT
39	RF9007	65/55W HB5 .	1	3.68	3.68
40	RF9006	55W HB4 LO W BEAM	1	3.23	3.23
41	RF9005	65W HB3 HI GH BEAM	1	3.23	3.23
42	RF9003	12V 60/55W HALOGEN	1	7.15	7.15
43	RF4007	13/13V 100 /100W/PAR46 MUL	1	18.44	18.44
44	RF4157K	12.8V/14.0 V 2.23A/.59A/S-	1	1.23	1.23
45	RF420R-5	LED STOP & TAIL	1	11.00	11.00
46	RF417R-5	LED STOP & TAIL	1	11.60	11.60
47	RFV162KR	LED CLEARANCE LIGHT KIT	1	6.72	6.72
48	RFV162KR	LED CLEARANCE LIGHT KIT	1	6.72	6.72
49	RF423SA-1	LED STROBE LIGHT	1	59.86	59.86
50	RFAS250	DE-ICER WASH FLUID - 1	1	3.20	3.20
51	RFAS257	BUG WASH - 1 GALLON	1	2.44	2.44
52	RF1135298	PRO-SERIES NON-CHLRNTD BR	1	2.10	2.10

TOTAL WITH RETURNABLE CORE -- 1,125.26

4. Response Form Ozark Kenworth D.B.A.

4.1. Company Name: MHC Kenworth

4.2. Address: 8660 I-70 Drive S.E.

4.3. City/Zip: Columbia MO. 65201

4.4. Phone Number: 573-474-8400

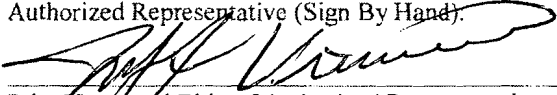
4.5. Fax Number: 573-474-8420

4.6. Email: jeff.vincent@mhc.com

4.7. Federal Tax ID: 431042735

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

4.6.2. **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.

4.6.3. Authorized Representative (Sign By Hand):  Date: 4-27-15

4.6.4. Print Name and Title of Authorized Representative: Jeff Vincent Parts Manager Date: 4-27-15

4.6.5. Delivery Days After Receipt of Order: 1 to 2 Days instock items

4.6.6. After Hours Contact (if available) for Emergency Orders:
 Name: Jeff Vincent
 Phone Number: 816-719-5526

4.6.7. Describe Return Policy if Different from Requirements Stated in Bid:

4.6.8. Catalog Name: N/A Jobber +/- %: +20%

4.6.9. All other parts will be sold to the County at jobber +/- +20 %

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

4.6.11. Maximum Percentage Increase for 2 % 1st Renewal 2 % 2nd Renewal

4.7. PRICING-STANDARD AUTOMOTIVE PARTS AND ACCESSORIES

Oil Filters, Fuel Filters, Air Filters (Luberfiner is current brand unless otherwise noted)

	Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	List Price	Net Cost
4.7.1.	LFP3000	Cummins	8.3L C-Series	1995	Fleetguard	LF3000FLG	45.98	18.40
4.7.2.	LFP5090	Detroit	DD13	2012	Fleetguard	LF17511FLG	46.81	18.73
4.7.3.	LFP6043	Paccar	MX13C	2015	Fleetguard	LF16233FLG	50.59	20.24
4.7.4.	PH500	Ford	3.7L	2014	NA	NA		
4.7.5.	PH48	Chevrolet	5.3L	2009	Fleetguard	LF689FLG	8.76	3.51
4.7.6.	LFP5214	John Deere	672G	2009-15	Fleetguard	LF16106FLG	41.29	16.52
4.7.7.	LFP4836	John Deere	6125M	2014	Fleetguard	LF16243FLG	19.60	7.84
	Fuel Filters							
4.7.8.	L5091F	Detroit	DD13	2012	Fleetguard	FK48556FLG	118.25	47.30
4.7.9.	LFF6963	John Deere	672G	2009-15	NA	NA		
4.7.10.	LFF6964	John Deere	672G	2009-15	Fleetguard	F\$1096FLG	105.44	42.18
4.7.11.	G6593	Ford	4.6L	2003	Fleetguard	FF5244FLG	13.14	5.26
4.7.12.	L5467FNXL	Paccar	MX13	2015	Fleetguard	F\$1970FLG	23.03	9.22
	Air Filters							
4.7.13.	AF2884	Ford	3.7L	2014	Fleetguard	AF994FLG	71.08	28.44
4.7.14.	LAF6986	Kenworth	MX13	2015	Donaldson	P614986	149.98	89.28
4.7.15.	LAF1519	Chevrolet	5.3L	2009	NA	NA		
4.7.16.	LAF8669	John Deere	672G	2009-15	Fleetguard	AF25437FLG	77.80	31.15
	Hyd. Filters							
4.7.17.	AT335492	John Deere	672G	2009-15	NA	NA		
4.7.18.	AT367840	John Deere	672G	2009-15	Fleetguard	HF29034FLG	94.19	37.68
4.7.19.	SUB-TOTAL (Oil Filters, Fuel Filters, Air Filters)							\$ 375.75

Brakes-Part I

	Brake Shoes/Pads (Raybestos)	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost
4.7.20.	GPD1611A(Front)	Ford	Interceptor	2014	N/A			
4.7.21.	GPD1612(Rear)	Ford	Interceptor	2014				
4.7.22.	3U2Z2V001BA(Front)	Ford	Crown Vic 4.6L	2008				
4.7.23.	4U2Z2V200AB(Rear)	Ford	Crown Vic 4.6L	2008				
Rotors/Drums (Raybestos)								
4.7.24.	PR54188(Front)	Ford	Interceptor	2014	N/A			
4.7.25.	PR54189(Rear)	Ford	Interceptor	2014				
4.7.26.	SUB-TOTAL (Brakes-Part I)							

Brakes-Part II (Heavy Truck)

	Drums	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	List Price	Net Cost
4.7.27.	107193 (Balanced)	Freightliner	114SD	2012-14	Gunite	3687X	331.20	158.95
4.7.28.	3600AX (Balanced) (Qty 16/order)	Freightliner	114SD	2012-14	Gunite	3600AX	201.40	98.00
Air Brake Chambers/Spring Brake MGM (OEM)								
4.7.29.	Type 30-30 Long Stroke w/Welded Yoke Brake Shoe Kits w/Hardware	Freightliner/Paccar	All Trucks	2012-15	MGM - 3232951 MGM	3232951X	224.78	95.14
4.7.30.	XK2124715QP	Freightliner	114SD	2012-14	Haldex	RXGG4715QG	103.92	68.92
4.7.31.	4707DQ23 Q+ (Qty 16/order)	Freightliner	114SD	2012-14	Haldex	RXGG4707QG	83.08	55.10
4.7.32.	SUB-TOTAL (Brakes-Part II Heavy Truck)							
								\$476.11

Windshield Wipers

	Blades	Mfg. Name	Price List ID	List Price	Net Cost
4.7.33.	SP16 (Profile)	Roadforce	RFO-16	38.00	9.50
4.7.34.	SP20 (Profile)	Roadforce	RFO-20	43.35	10.84
4.7.35.	SP22 (Profile)	Roadforce	RFO-22	45.90	11.48
4.7.36.	SP24 (Profile)	Roadforce	RFO-24	45.90	11.48
4.7.37.	31-22	Roadforce ANCO	RFS-22	11.00	2.75
4.7.38.	30-22	Roadforce ANCO	RFW-22	19.35	4.84
4.7.39.	30-20	Roadforce ANCO	RFW-20	19.35	4.84
4.7.40.	31-20	Roadforce ANCO	RFS-20	11.25	2.82
4.7.41.	31-24	Roadforce ANCO	RFS-24	11.25	2.82

\$66.37

4.7.42. SUB-TOTAL (Windshield Wipers)

Lamps (Wagner)

	Mfg. Name	Price List ID	List Price	Net Cost
4.7.43.	EIKO	RFH6024	36.65	9.17
4.7.44.	EIKO	RFH6054	34.30	8.58
4.7.45.	EIKO	RFH4651	33.55	8.39
4.7.46.	EIKO	RF3357	2.40	.60
4.7.47.	EIKO	RF3157	8.68	.65
4.7.48.	EIKO	RF3156	4.45	1.12
4.7.49.	EIKO	RF357NA	6.90	1.73
4.7.50.	EIKO	RF9012LL	104.75	41.19
4.7.51.	EIKO	RF9007	14.70	3.68
4.7.52.	EIKO	RF9006	12.90	3.23
4.7.53.	EIKO	RF9005	12.90	3.23
4.7.54.	EIKO	RF9003	28.60	7.15
4.7.55.	EIKO	RF4007	23.75	18.44
4.7.56.	EIKO	RF4157K	4.90	1.23

Tail Light (Peterson)

4.7.57.	Peterson	RF420R-5	41.80	11.00
4.7.58.	Peterson	RF417R-5	44.05	11.60

Marker Light

4.7.59.	Peterson	RFV162KR	25.50	6.72
4.7.60.	Peterson	RFV162KA	25.50	6.72

Strobe Light

4.7.61.	Peterson	RF423FA-1	227.45	59.86
4.7.62.				\$204.29

Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Winter De-Icer Type

	Mfg. Name	Price List ID	List Price	Net Cost
4.7.63.	Prestone	RFA\$250	12.80	3.20

Washer Fluid

4.7.64.				\$3.20
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Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer

	Mfg. Name	Price List ID	List Price	Net Cost
4.7.65.	Prestone	RFA\$257	9.75	2.44

Washer Fluid

4.7.66.				\$2.44
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Brake Cleaner 3M (per 14 oz. can minimum)

	Mfg. Name	Price List ID	List Price	Net Cost
4.7.67.	RoadForce	RF1135298	8.90	2.10
4.7.90.				\$2.10

4.8. GRAND TOTAL ALL SUPPLIES (4.7.19+4.7.26+4.7.32+4.7.42+4.7.62+4.7.64+4.7.66+4.7.90)

4.8.				\$1,25.26
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Request for Bid (Bid)

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

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymmo.org

Bid Data

Bid Number: **24-29APR15**
Commodity Title: **Automotive Parts and Accessories Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 109
Columbia, MO 65201

Directions: The Boone County Annex Building is located on the Southeast corner at 7th St. and Ash St. Enter the building from the Southern Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Conference Room
613 E. Ash, Room 109
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Work Authorization Certification
Debarment 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 July 1, 2015 through June 30, 2016, 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 and delivery of **Automotive Parts and Accessories** on an *as needed* basis as detailed in the following specifications.
 - 2.1.1. **Estimated Quantity** - The County estimates that approximately \$30,000.00 will be expended from the automotive parts and accessories line item of the 2015 Boone County Budget. The County anticipates a multi-vendor contract award for these products and cannot provide a minimum guaranteed quantity. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
 - 2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.
- 2.2. The unit prices for the items identified on the *Response Form* shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the *Response Form* shall not increase by more than the maximum percent proposed on the *Response Form*.
 - 2.2.1. If renewal percentages are not provided for the items listed on the *Response Form*, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT 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 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.
 - 2.5.2. All prices quoted must be prices for new merchandise, free from defects.
- 2.6. **Standard Automotive Parts and Accessories** - Section 4.7. on the *Response Form* lists standard automotive parts and accessories the County has identified as standard items to be purchased from this contract(s). The County’s purchases will not be limited to this list. Bidders shall price each item listed. Prices shall be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second and third renewal periods for these items.
- 2.7. **Catalog Discount Items** – Bidder must state jobber cost plus or minus percentage on all parts on the *Response Page*. Percentage discounts offered will remain firm for the duration of the contract and will apply to all parts sold to the County. Other items not specifically indicated, for which bidder may be distributor, will be supplied less the percentage discount noted on the *Response Page* from the noted manufacturer’s current Blue Sheet Jobber’s Published Price List.
 - 2.7.1. In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs. If prices decline, or should the Contractor at any time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to

- any one else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.
- 2.7.2. When the manufacturer's price list changes, the Contractor shall provide two copies of updated price lists before the new prices are effective. These shall be sent to Boone County Purchasing, Attention: Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, MO 65201.
 - 2.7.3. It will be the Contractor's responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
 - 2.7.4. Any alterations in manufacturers' price list by individual Bidders may be basis for voiding the entire offer of such Bidder.
 - 2.7.5. Prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added to the bid prices.
 - 2.7.6. Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
 - 2.7.7. Price increases will only be allowed when the Contractor can prove, by published price lists, that manufacturer's prices have increased. Price increases may not be retroactive. In no circumstance may the jobber plus or minus percentage rate change.
 - 2.8. **Product Substitutions** – All product substitutions offered must be pre-approved by the Boone County Shop Superintendent in writing. The County reserves the right to request samples of any substitutes. These samples will be free of charge. Interpretation of "equal or better" will be determined at the sole discretion of the County.
 - 2.9. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
 - 2.10. **Warranty** – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
 - 2.11. **The following submittals shall be included with Bidder's response:**
 - a) Jobber sheets for each manufacturer offered. Any alterations in manufacturer's price list by individual Bidders may be basis for voiding the entire offer of such Bidder. Failure to submit price lists may result in rejection of bid.
 - b) Bidders may be requested to furnish samples of parts. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.
 - c) Contractor(s) shall provide current catalogs at time of award.
 - 2.12. **DESIGNEE** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Tom Bass Road, Columbia, Missouri 65201.
 - 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201, faxing to (573) 886-4390, or emailing to chaley@boonecountymo.org.
 - 2.13. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Bi-weekly stock orders **MUST BE DELIVERED** to: Boone County Public Works; 5551 Tom Bass Road; Columbia, MO 65201.
 - 2.14. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified as current County employees.
 - 2.15. **PAYMENT TERMS** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the vendor's bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an **accurate MONTHLY** statement.
 - 2.16. **Award of Contract:** The County reserves the right to award to more than one (1) supplier.

- Multiple awards **may** be made on the basis of a primary, secondary, and tertiary supplier.
- 2.17. **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.

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.

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Jeff Vincent Parts Manager
Name and Title of Authorized Representative

[Signature]
Signature

4-22-15
Date





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

Standard Terms and Conditions

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

government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Request for Bid (Bid)

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

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymo.org

“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: 24-29APR15 – Automotive Parts And Accessories Term & Supply

Business Name: _____

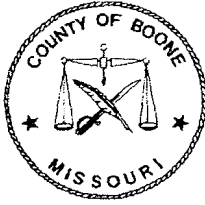
Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #1 - Issued April 22, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. **What's the estimated quantity for each line item?**

Response: Auto parts are not a planned purchase. Parts are ordered on an as needed basis, and the quantity of each item ordered varies from year to year.

b. **Do you accept equal alternative brands?**

Response: Yes.

c. **How many times a year do you typically place an order?**

Response: Auto part orders are made frequently and can sometimes be made up to three times daily for items not regularly stocked at Public Works. There are currently five vendors contracted with the County to provide auto parts. Not all vendors receive an order daily or monthly.

d. **What is the average order quantity?**

Response: The quantities of items included in a single order vary widely and can be as small as one item per order. In 2014, the County spent an approximate monthly average of \$2,300.00 on auto parts.

By:


Cheli Haley,
Buyer

OFFEROR has examined **Addendum #1** to Request for Bid# 24-29APR15 – Auto Parts and Accessories Term and Supply, receipt of which is hereby acknowledged:

Company Name: MHC Kenworth

Address: 8660 I-70 N. S.E.

Phone Number: 573-474-8400 Fax Number: 573-474-8420

E-mail: jeff.vincent@mhc.com

Authorized Representative Signature: [Signature] Date: 4-22-15

Authorized Representative Printed Name: Jeff Vincent



BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #2 - Issued April 23, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. Please can you send me last year's award tab?

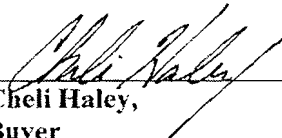
Response: The last Request for Bid for auto parts was released in 2012. To view this document and the Bid Tabulation, please go to our website at www.showmeboone.com. Navigate to the Purchasing page and select Bid Files 2012 on the left side of the page. The Bid Number you are seeking is 28-11JUN12. The Request for Bid can be found in the first column and the Bid Tabulation can be found in the second column. The five vendors listed on the Bid Tabulation were awarded the Bid.

b. Can you send me the quantities ordered last year?

Response: Not all order information is retained. The information from calendar year 2014 that was kept is included in this Addendum.

Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	2014 Quantity
LFP3000	Cummins	8.3L C-Series	1995	AC DELCO	4
LP5090	Detroit	DD13	2012	DONALDSON	19
LFP9025	IHC	DT570	2005	DONALDSON	8
PH820	Ford	4.6L	2001	FVP	7
PH44	Chevrolet	4.8L	2003	FVP	3
PH59	Chevrolet	4.8L	2001	AC DELCO	3
LFP4836	JD	672CH/D	2005+	DONALDSON	19
LFP5214	JD	672G	2009+	HASTINGS	10
PH2835	Ford	4.6L	2011+	FVP	13
Fuel Filters					
L9684F	IHC	DT570	2005	AC DELCO	5
L5091F	Detroit	DD13	2012	DONALDSON	1
L8557F	JD	672CH/D	2002	DONALDSON	9
L8563F	JD	672CH/D	2002	DONALDSON	9

G6593	Ford	4.6L	2003	AC DELCO	13
G481	Chevrolet	4.8L	2001	FVP	1
Air Filters					
AF1032A	Ford	4.6L	2001	AC DELCO	14
LAF9099	IHC	DT530	2003	AC DELCO	7
LAF1520	Chevrolet	6.6L Duramax	2005	AC DELCO	31
LAF4498	JD	672D	2007	AC DELCO	4
LAF5314	JD	672D	2007	DONALDSON	14
LAF8669	JD	672G	2009+	AC DELCO	11
LAF8670	JD	672G	2009+	AC DELCO	4
Hyd. Filters					
LFH8499				AC DELCO	0
LFH4204				AC DELCO	6
LFH5936				AC DELCO	0
HF6840 (Fleetguard)				AC DELCO	0
WINDSHIELD WIPERS					
Refills (Anco - contour style)				Mfg. Name	2014 Quantity
31-22				ANCO	x
30-22				ANCO	4
Lamps (Wagner)					
Lamps					
H6024				SYLVANIA	2
H6054				SYLVANIA	3
H4651				SYLVANIA	0
4537				SYLVANIA	0
3157				SYLVANIA	3
3156				SYLVANIA	0
3057-NA				SYLVANIA	0
912				SYLVANIA	10
9007				SYLVANIA	3
9006				SYLVANIA	0
9005				SYLVANIA	1
3157-SA				SYLVANIA	0
4007				SYLVANIA	0
4157				SYLVANIA	0

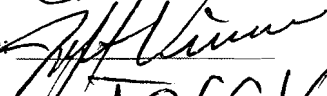
By: 
Cheli Haley,
Buyer

OFFEROR has examined **Addendum #2** to Request for Bid# 24-29APR15 – *Auto Parts and Accessories Term and Supply*, receipt of which is hereby acknowledged:

Company Name: MHC Kenworth
Address: 8660 I-70 Dr. S.E.

Phone Number: 573-474-8400 Fax Number: 573-474-8420

E-mail: jeff.vincent@mhc.com

Authorized Representative Signature:  Date: 4-27-15

Authorized Representative Printed Name: Jeff Vincent



Request for Bid (Bid)

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

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymo.org

Bid Data

Bid Number: **24-29APR15**
Commodity Title: **Automotive Parts and Accessories Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 109
Columbia, MO 65201

Directions: The Boone County Annex Building is located on the Southeast corner at 7th St. and Ash St. Enter the building from the Southern Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Conference Room
613 E. Ash, Room 109
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Work Authorization Certification
Debarment 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 **July 1, 2015 through June 30, 2016, 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 and delivery of **Automotive Parts and Accessories** on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **Estimated Quantity** - The County estimates that approximately \$30,000.00 will be expended from the automotive parts and accessories line item of the 2015 Boone County Budget. The County anticipates a multi-vendor contract award for these products and cannot provide a minimum guaranteed quantity. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.
- 2.2. The unit prices for the items identified on the *Response Form* shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the *Response Form* shall not increase by more than the maximum percent proposed on the *Response Form*.
- 2.2.1. If renewal percentages are not provided for the items listed on the *Response Form*, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT 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 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.
- 2.5.2. All prices quoted must be prices for new merchandise, free from defects.
- 2.6. **Standard Automotive Parts and Accessories** - Section 4.7. on the *Response Form* lists standard automotive parts and accessories the County has identified as standard items to be purchased from this contract(s). The County’s purchases will not be limited to this list. Bidders shall price each item listed. Prices shall be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second and third renewal periods for these items.
- 2.7. **Catalog Discount Items** – Bidder must state jobber cost plus or minus percentage on all parts on the *Response Page*. Percentage discounts offered will remain firm for the duration of the contract and will apply to all parts sold to the County. Other items not specifically indicated, for which bidder may be distributor, will be supplied less the percentage discount noted on the *Response Page* from the noted manufacturer’s current Blue Sheet Jobber’s Published Price List.
- 2.7.1. In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs. If prices decline, or should the Contractor at any time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to

- any one else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.
- 2.7.2. When the manufacturer's price list changes, the Contractor shall provide two copies of updated price lists before the new prices are effective. These shall be sent to Boone County Purchasing, Attention: Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, MO 65201.
 - 2.7.3. It will be the Contractor's responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
 - 2.7.4. Any alterations in manufacturers' price list by individual Bidders may be basis for voiding the entire offer of such Bidder.
 - 2.7.5. Prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added to the bid prices.
 - 2.7.6. Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
 - 2.7.7. Price increases will only be allowed when the Contractor can prove, by published price lists, that manufacturer's prices have increased. Price increases may not be retroactive. In no circumstance may the jobber plus or minus percentage rate change.
 - 2.8. **Product Substitutions** – All product substitutions offered must be pre-approved by the Boone County Shop Superintendent in writing. The County reserves the right to request samples of any substitutes. These samples will be free of charge. Interpretation of "equal or better" will be determined at the sole discretion of the County.
 - 2.9. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
 - 2.10. **Warranty** – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
 - 2.11. **The following submittals shall be included with Bidder's response:**
 - a) Jobber sheets for each manufacturer offered. Any alterations in manufacturer's price list by individual Bidders may be basis for voiding the entire offer of such Bidder. Failure to submit price lists may result in rejection of bid.
 - b) Bidders may be requested to furnish samples of parts. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.
 - c) Contractor(s) shall provide current catalogs at time of award.
 - 2.12. **DESIGNEE** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Tom Bass Road, Columbia, Missouri 65201.
 - 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201, faxing to (573) 886-4390, or emailing to chaley@boonecountymmo.org.
 - 2.13. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Bi-weekly stock orders **MUST BE DELIVERED** to: Boone County Public Works; 5551 Tom Bass Road; Columbia, MO 65201.
 - 2.14. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified as current County employees.
 - 2.15. **PAYMENT TERMS** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the vendor's bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an **accurate MONTHLY** statement.
 - 2.16. **Award of Contract:** The County reserves the right to award to more than one (1) supplier.

Multiple awards **may** be made on the basis of a primary, secondary, and tertiary supplier.

- 2.17. **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.

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. Email: _____

4.7. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.6.2. **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.

4.6.3. Authorized Representative (Sign By Hand):

_____ Date: _____

4.6.4. Print Name and Title of Authorized Representative

_____ Date: _____

4.6.5. Delivery Days After Receipt of Order: _____ Days

4.6.6. After Hours Contact (if available) for Emergency Orders:

Name: _____

Phone Number: _____

4.6.7. Describe Return Policy if Different from Requirements Stated in Bid:

4.6.8. Catalog Name: _____ Jobber +/- %: _____

4.6.9. All other parts will be sold to the County at jobber +/- _____ %

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

4.6.11. Maximum Percentage Increase for _____ % 1st Renewal _____ % 2nd Renewal

4.7. PRICING-STANDARD AUTOMOTIVE PARTS AND ACCESSORIES

Oil Filters, Fuel Filters, Air Filters (Lubertiner is current brand unless otherwise noted)

				Year	Vehicle App	Mfg. Name	Price List ID	Price	Net Cost	
4.7.1.	LFP3000	Cummins	8.3L C-Series	1995						
4.7.2.	LFP5090	Detroit	DD13	2012						
4.7.3.	LFP6043	Paccar	MX13C	2015						
4.7.4.	PH500	Ford	3.7L	2014						
4.7.5.	PH48	Chevrolet	5.3L	2009						
4.7.6.	LFP5214	John Deere	672G	2009-15						
4.7.7.	LFP4836	John Deere	6125M	2014						
4.7.8.	L5091F	Detroit	DD13	2012						
4.7.9.	LFF6963	John Deere	672G	2009-15						
4.7.10.	LFF6964	John Deere	672G	2009-15						
4.7.11.	G6593	Ford	4.6L	2003						
4.7.12.	L5467FNXL	Paccar	MX13	2015						
4.7.13.	AF2884	Ford	3.7L	2014						
4.7.14.	LAF6986	Kenworth	MX13	2015						
4.7.15.	LAF1519	Chevrolet	5.3L	2009						
4.7.16.	LAF8669	John Deere	672G	2009-15						
4.7.17.	AT335492	John Deere	672G	2009-15						
4.7.18.	AT367840	John Deere	672G	2009-15						
4.7.19.	SUB-TOTAL (Oil Filters, Fuel Filters, Air Filters)									

Brakes-Part I								
	Brake Shoes/Pads (Raybestos)	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost
4.7.20.	GPD1611A(Front)	Ford	Interceptor	2014				
4.7.21.	GPD1612(Rear)	Ford	Interceptor	2014				
4.7.22.	3U2Z2V001BA(Front)	Ford	Crown Vic 4.6L	2008				
4.7.23.	4U2Z2V200AB(Rear)	Ford	Crown Vic 4.6L	2008				
Rotors/Drums (Raybestos)								
4.7.24.	PR54188(Front)	Ford	Interceptor	2014				
4.7.25.	PR54189(Rear)	Ford	Interceptor	2014				
4.7.26.	SUB-TOTAL (Brakes-Part I)							
Brakes-Part II (Heavy Truck)								
	Drums	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost
4.7.27.	107193 (Balanced)	Freightliner	114SD	2012-14	Conmet			
4.7.28.	3600AX (Balanced) (Qty 16/order)	Freightliner	114SD	2012-14				
Air Brake Chambers/Spring Brake MGM (OEM)								
4.7.29.	Type 30-30 Long Stroke w/Welded Yoke	Freightliner/Paccar	All Trucks	2012-15	MGM - 3232951			
Brake Shoe Kits w/Hardware								
4.7.30.	XK2124715QP	Freightliner	114SD	2012-14				
4.7.31.	4707DQ23 Q+ (Qty 16/order)	Freightliner	114SD	2012-14				
4.7.32.	SUB-TOTAL (Brakes-Part II Heavy Truck)							
Windshield Wipers								
	Blades				Mfg. Name	Price List ID	Price	Net Cost
4.7.33.	SP16 (Profile)							
4.7.34.	SP20 (Profile)							
4.7.35.	SP22 (Profile)							
4.7.36.	SP24 (Profile)							
4.7.37.	31-22				ANCO			
4.7.38.	30-22				ANCO			
4.7.39.	30-20				ANCO			
4.7.40.	31-20				ANCO			
4.7.41.	31-24				ANCO			

4.7.42.	SUB-TOTAL (Windshield Wipers)						
	Lamps (Wagner)						
	Lamps						
4.7.43.	H6024						
4.7.44.	H6054						
4.7.45.	H4651						
4.7.46.	3357						
4.7.47.	3157						
4.7.48.	3156						
4.7.49.	3157-NA						
4.7.50.	9012						
4.7.51.	9007						
4.7.52.	9006						
4.7.53.	9005						
4.7.54.	9003						
4.7.55.	4007						
4.7.56.	4157						
4.7.57.	Tail Light (Peterson)						
4.7.57.	420R (Oval LED)						
4.7.58.	417R (Round LED)						
4.7.59.	Marker Light						
4.7.59.	V162KR (Round 2 1/2" LED w/Plug & Grommet)						
4.7.60.	V162KA (Round 2 1/2" LED w/Plug & Grommet)						
4.7.61.	Strobe Light						
4.7.61.	423SA-1 (Oval LED)						
4.7.62.	SUB-TOTAL (Lamps)						
	Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Winter De-Icer Type						
4.7.63.	Washer Fluid						
	Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer						
4.7.64.	SUB-TOTAL						
	Washer Fluid						
4.7.65.	4.7.65.	Net Cost	Price	Price List ID	Mfg. Name		
	Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer						
4.7.66.	SUB-TOTAL						
	Brake Cleaner 3M (per 14 oz. can minimum)						
4.7.67.	4.7.67.	Net Cost	Price	Price List ID	Mfg. Name		
4.7.90.	SUB-TOTAL						
4.8.	4.8.						
	GRAND TOTAL ALL SUPPLIES (4.7.19+4.7.26+4.7.32+4.7.42+4.7.62+4.7.64+4.7.66+4.7.90)						

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



Standard Terms and Conditions

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

government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Request for Bid (Bid)

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

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymo.org

“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: 24-29APR15 – Automotive Parts And Accessories Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #1 - Issued May 27, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. What's the estimated quantity for each line item?

Response: Auto parts are not a planned purchase. Parts are ordered on an as needed basis, and the quantity of each item ordered varies from year to year.

b. Do you accept equal alternative brands?

Response: Yes.

c. How many times a year do you typically place an order?

Response: Auto part orders are made frequently and can sometimes be made up to three times daily for items not regularly stocked at Public Works. There are currently five vendors contracted with the County to provide auto parts. Not all vendors receive an order daily or monthly.

d. What is the average order quantity?

Response: The quantities of items included in a single order vary widely and can be as small as one item per order. In 2014, the County spent an approximate monthly average of \$2,300.00 on auto parts.

By: _____

Cheli Haley,
Buyer

OFFEROR has examined **Addendum #1** to Request for Bid# *24-29APR15 – Auto Parts and Accessories Term and Supply*, receipt of which is hereby acknowledged:

Company Name: _____

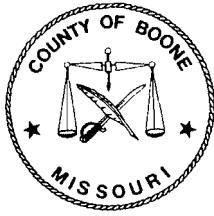
Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #2 - Issued May 27, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. Please can you send me last year's award tab?

Response: The last Request for Bid for auto parts was released in 2012. To view this document and the Bid Tabulation, please go to our website at www.showmeboone.com. Navigate to the Purchasing page and select Bid Files 2012 on the left side of the page. The Bid Number you are seeking is 28-11JUN12. The Request for Bid can be found in the first column and the Bid Tabulation can be found in the second column. The five vendors listed on the Bid Tabulation were awarded the Bid.

b. Can you send me the quantities ordered last year?

Response: Not all order information is retained. The information from calendar year 2014 that was kept is included in this Addendum.

Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	2014 Quantity
LFP3000	Cummins	8.3L C-Series	1995	AC DELCO	4
LP5090	Detroit	DD13	2012	DONALDSON	19
LFP9025	IHC	DT570	2005	DONALDSON	8
PH820	Ford	4.6L	2001	FVP	7
PH44	Chevrolet	4.8L	2003	FVP	3
PH59	Chevrolet	4.8L	2001	AC DELCO	3
LFP4836	JD	672CH/D	2005+	DONALDSON	19
LFP5214	JD	672G	2009+	HASTINGS	10
PH2835	Ford	4.6L	2011+	FVP	13
Fuel Filters					
L9684F	IHC	DT570	2005	AC DELCO	5
L5091F	Detroit	DD13	2012	DONALDSON	1
L8557F	JD	672CH/D	2002	DONALDSON	9
L8563F	JD	672CH/D	2002	DONALDSON	9

G6593	Ford	4.6L	2003	AC DELCO	13
G481	Chevrolet	4.8L	2001	FVP	1
Air Filters					
AF1032A	Ford	4.6L	2001	AC DELCO	14
LAF9099	IHC	DT530	2003	AC DELCO	7
LAF1520	Chevrolet	6.6L Duramax	2005	AC DELCO	31
LAF4498	JD	672D	2007	AC DELCO	4
LAF5314	JD	672D	2007	DONALDSON	14
LAF8669	JD	672G	2009+	AC DELCO	11
LAF8670	JD	672G	2009+	AC DELCO	4
Hyd. Filters					
LFH8499				AC DELCO	0
LFH4204				AC DELCO	6
LFH5936				AC DELCO	0
HF6840 (Fleetguard)				AC DELCO	0
WINDSHIELD WIPERS					
Refills (Anco – contour style)				Mfg. Name	2014 Quantity
31-22				ANCO	x
30-22				ANCO	4
Lamps (Wagner)					
Lamps					
H6024				SYLVANIA	2
H6054				SYLVANIA	3
H4651				SYLVANIA	0
4537				SYLVANIA	0
3157				SYLVANIA	3
3156				SYLVANIA	0
3057-NA				SYLVANIA	0
912				SYLVANIA	10
9007				SYLVANIA	3
9006				SYLVANIA	0
9005				SYLVANIA	1
3157-SA				SYLVANIA	0
4007				SYLVANIA	0
4157				SYLVANIA	0

By: _____
Cheli Haley,
Buyer

OFFEROR has examined **Addendum #2** to Request for Bid# 24-29APR15 – *Auto Parts and Accessories Term and Supply*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

**PURCHASE AGREEMENT
FOR
AUTOMOTIVE PARTS AND ACCESSORIES TERM AND SUPPLY**

THIS AGREEMENT dated the 25th day of June 2015, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Champion Brands, LLC**, 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, the County of Boone Request for Bid for **Automotive Parts and Accessories Term and Supply**, bid number **24-29APR15**, any applicable addenda, and the Contractor's bid response dated **April 29, 2015** and executed by **Gary Long** 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, this Purchase Agreement, the Request for Bid, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall **begin on July 1, 2015 and extend through June 30, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

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

5. Billing and Payment - All billing shall be invoiced to the **Boone County Public Works Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

261-2015


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

8. **Termination** - This agreement may be terminated by the County upon thirty (30) 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.

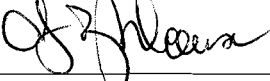
CHAMPION BRANDS LLC

by 
 title Gen Mgr.
 address 1001 Golden Drive
Clinton, MO 64735

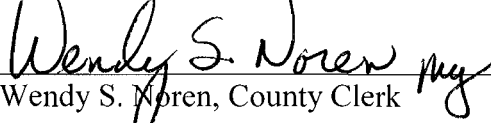
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


 County Counselor

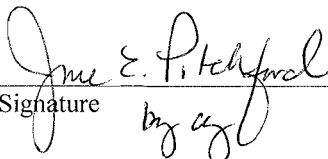
ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

2040/59100/60200 Term & Supply


 Signature by

6/17/15
Date

No Encumbrance Required
Appropriation Account

4. Response Form

4.1. Company Name: CHAMPION BRANDS LLe
 4.2. Address: P.O. Box 645 1001 Golden Drive
 4.3. City/Zip: CLINTON MO 64735
 4.4. Phone Number: 660-885-8151 office
 4.5. Fax Number: 660-885-2867
 4.6. Email: glong@championbrands.com
 4.7. Federal Tax ID: 43-1790642

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

4.6.2. 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.

4.6.3. Authorized Representative (Sign By Hand):
Gary Long Date: 4-29-15

4.6.4. Print Name and Title of Authorized Representative
GARY LONG Account Mgr Date: 4-29-15

4.6.5. Delivery Days After Receipt of Order: 0-7 ~~max~~ Days

4.6.6. After Hours Contact (if available) for Emergency Orders:
 Name: GARY LONG
 Phone Number: 660-221-8501

4.6.7. Describe Return Policy if Different from Requirements Stated in Bid:
10% Restock Fee

4.6.8. Catalog Name: CHAMPION MAILER Jobber +/- %: -

4.6.9. All other parts will be sold to the County at jobber +/- - %

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

4.6.11. Maximum Percentage Increase for 0-10 % 1st Renewal 0-10 % 2nd Renewal

4.7. PRICING-STANDARD AUTOMOTIVE PARTS AND ACCESSORIES

Oil Filters, Fuel Filters, Air Filters (Luberfiner is current brand unless otherwise noted)

	Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost
4.7.1.	LFP3000	Cummins	8.3L C-Series	1995	LUBERFINER		40.88	16.36
4.7.2.	LFP5090	Detroit	DD13	2012	LUBERFINER		33.99	13.20
4.7.3.	LFP6043	Paccar	MX13C	2015	CHAMP OEM ONLY			
4.7.4.	PH500	Ford	3.7L	2014	CHAMP		5.99	1.71
4.7.5.	PH48	Chevrolet	5.3L	2009	CHAMP		4.99	1.45
4.7.6.	LFP5214	John Deere	672G	2009-15	LUBERFINER		71.39	28.56
4.7.7.	LFP4836	John Deere	6125M	2014	LUBERFINER		18.74	7.50
	Fuel Filters							
4.7.8.	L5091F	Detroit	DD13	2012	LUBERFINER		69.99	27.99
4.7.9.	LFF6963	John Deere	672G	2009-15	LUBERFINER	101.23	80.62	50.62
4.7.10.	LFF6964	John Deere	672G	2009-15	LUBERFINER	165.93	82.97	82.97
4.7.11.	G6593	Ford	4.3L	2003	CHAMP		11.47	2.48
4.7.12.	L5467FNXL	Paccar	MX13	2015	LUBERFINER	20.11	16.36	10.36
	Air Filters							
4.7.13.	AF2884	Ford	3.7L	2014	CHAMP		11.22	5.61
4.7.14.	LAF6986	Kenworth	MX13	2015	LUBERFINER OEM ONLY			
4.7.15.	LAF1519	Chevrolet	5.3L	2009	CHAMP		10.94	5.47
4.7.16.	LAF6669	John Deere	672G	2009-15	LUBERFINER		81.64	32.66
	Hyd. Filters							
4.7.17.	AT335492	John Deere	672G	2009-15	SUBZIRO OEM ONLY			
4.7.18.	AT367840	John Deere	672G	2009-15	LUBERFINER	98.55	47.78	47.78
4.7.19.	SUB-TOTAL (Oil Filters, Fuel Filters, Air Filters)							

Brakes-Part I

	Brake Shoes/Pads (Raybestos)	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost
4.7.20	GPD1611A(Front)	Ford	Interceptor	2014				
4.7.21	GPD1612(Rear)	Ford	Interceptor	2014				
4.7.22	3U2Z2V001BA(Front)	Ford	Crown Vic 4.6L	2008				
4.7.23	4U2Z2V200AB(Rear)	Ford	Crown Vic 4.6L	2008				
	Rotors/Drums (Raybestos)							
4.7.24	PR54188(Front)	Ford	Interceptor	2014				
4.7.25	PR54189(Rear)	Ford	Interceptor	2014				
4.7.26	SUB-TOTAL (Brakes-Part I)							

*Specific
ORDER*

Brakes-Part II (Heavy Truck)

	Drums	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost
4.7.27	107193 (Balanced)	Freightliner	114SD	2012-14	Conmet			
4.7.28	3600AX (Balanced) (Qty 16/order)	Freightliner	114SD	2012-14				
	Air Brake Chambers/Spring Brake MGM (OEM)							
4.7.29	Type 30-30 Long Stroke w/Welded Yoke Brake Shoe Kits w/Hardware	Freightliner/Paccar	All Trucks	2012-15	MGM - 3232951			
4.7.30	XK2124715QP	Freightliner	114SD	2012-14				
4.7.31	4707DQ23 Q+ (Qty 16/order)	Freightliner	114SD	2012-14				
4.7.32	SUB-TOTAL (Brakes-Part II Heavy Truck)							

*Specific
ORDER*

Windshield Wipers

	Blades	Manufacturer	Mfg. Name	Price List ID	Price	Net Cost
4.7.33	SP16 (Profile)	ANCO	ANCO		13.99	4.85 EA
4.7.34	SP20 (Profile)	"	ANCO		13.99	4.85 "
4.7.35	SP22 (Profile)	"	ANCO		13.99	4.85 "
4.7.36	SP24 (Profile)	"	ANCO		13.99	4.85 EA
4.7.37	31-22	ANCO	ANCO		6.99	2.20 "
4.7.38	30-22	"	ANCO		6.99	2.20 EA
4.7.39	30-20	"	ANCO		6.99	2.20 "
4.7.40	31-20	"	ANCO		6.99	2.20 EA
4.7.41	31-24	ANCO	ANCO		6.99	2.20 EA

4.7.42. SUB-TOTAL (Windshield Wipers)

Lamps (Wagner)

			Mfg. Name	Price List ID	Price	Net Cost
4.7.43.	H6024	Each	Wagner		14.99	4.95 Each
4.7.44.	H6054	Each	Wagner		18.27	6.09 Each
4.7.45.	H4651	Each	Wagner		14.99	4.95 Each
4.7.46.	3357	Box of 10	Wagner		21.27	7.09 Box 10
4.7.47.	3157	Box of 10	Wagner		8.97	2.99 Box 10
4.7.48.	3156	Box of 10	Wagner		19.17	6.39 Box 10
4.7.49.	3157-NA	Box of 10	Wagner		20.09	10.01 Box 10
4.7.50.	9012	Box of 10	Wagner		11.85	3.95 Box 10
4.7.51.	9007	Each	Wagner		7.19	3.04 Each
4.7.52.	9006	Each	Wagner		6.99	2.19 Each
4.7.53.	9005	Each	Wagner		6.99	2.19 Each
4.7.54.	9003	Each	Wagner		10.49	3.49 Each
4.7.55.	4007		Wagner			
4.7.56.	4157	Box of 10	Wagner		17.99	8.33 Box 10

Tail Light (Peterson)

4.7.57.	420R (Oval LED)					Special order
4.7.58.	417R (Round LED)					Special order
4.7.59.	Marker Light					Special order
4.7.59.	V162KR (Round 2 1/2" LED w/Plug & Grommet)					Special order
4.7.60.	V162KA (Round 2 1/2" LED w/Plug & Grommet)					Special order

Strobe Light

4.7.61.	423SA-1 (Oval LED)					Special order
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4.7.62. SUB-TOTAL (Lamps)

Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Winter De-icer Type

			Mfg. Name	Price List ID	Price	Net Cost
4.7.63.	Washer Fluid	PART# 4105F - -20°	Champion		4.99	2.04 gal
4.7.64.	SUB-TOTAL	PART# 93506 - -35°	Wiper Clean		5.99	3.22 gal

Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer

			Mfg. Name	Price List ID	Price	Net Cost
4.7.65.	Washer Fluid	No Summer mix				
4.7.66.	SUB-TOTAL	Suggestion take 4105F from above cut with water 1/2				1.02 gal

Brake Cleaner 3M (per 14 oz. can minimum)

			Mfg. Name	Price List ID	Price	Net Cost
4.7.67.	Brake Cleaner 3M	PART 08880	3M		5.63	2.19 Each

4.7.90. SUB-TOTAL

4.8.	GRAND TOTAL ALL SUPPLIES (4.7.19+4.7.26+4.7.32+4.7.42+4.7.62+4.7.64+4.7.66+4.7.90)					
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BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #2 - Issued April 23, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. Please can you send me last year's award tab?

Response: The last Request for Bid for auto parts was released in 2012. To view this document and the Bid Tabulation, please go to our website at www.showmeboone.com. Navigate to the Purchasing page and select Bid Files 2012 on the left side of the page. The Bid Number you are seeking is 23-11JUN12. The Request for Bid can be found in the first column and the Bid Tabulation can be found in the second column. The five vendors listed on the Bid Tabulation were awarded the Bid.

b. Can you send me the quantities ordered last year?

Response: Not all order information is retained. The information from calendar year 2014 that was kept is included in this Addendum.

Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	2014 Quantity
LFP3000	Cummins	8.3L C-Series	1995	AC DELCO	4
LP5090	Detroit	DD13	2012	DONALDSON	19
LFP9025	IHC	DT570	2005	DONALDSON	8
PH820	Ford	4.6L	2001	FVP	7
PH44	Chevrolet	4.8L	2003	FVP	3
PH59	Chevrolet	4.8L	2001	AC DELCO	3
LFP4836	JD	672CH/D	2005+	DONALDSON	19
LFP5214	JD	672G	2009+	HASTINGS	10
PH2835	Ford	4.6L	2011+	FVP	13
Fuel Filters					
L9684F	IHC	DT570	2005	AC DELCO	5
L5091F	Detroit	DD13	2012	DONALDSON	1
L8557F	JD	672CH/D	2002	DONALDSON	9
L8563F	JD	672CH/D	2002	DONALDSON	9

G6593	Ford	4.6L	2003	AC DELCO	13
G481	Chevrolet	4.8L	2001	FVP	1
Air Filters					
AF1032A	Ford	4.6L	2001	AC DELCO	14
LAF9099	IHC	DT530	2003	AC DELCO	7
LAF1520	Chevrolet	6.6L Duramax	2005	AC DELCO	31
LAF4498	JD	672D	2007	AC DELCO	4
LAF5314	JD	672D	2007	DONALDSON	14
LAF8669	JD	672G	2009+	AC DELCO	11
LAF8670	JD	672G	2009+	AC DELCO	4
Hyd. Filters					
LFH8499				AC DELCO	0
LFH4204				AC DELCO	6
LFH5936				AC DELCO	0
HF6840 (Fleetguard)				AC DELCO	0
WINDSHIELD WIPERS					
Refills (Anco - contour style)			Mfg. Name	2014 Quantity	
31-22			ANCO	x	
30-22			ANCO	4	
Lamps (Wagner)					
Lamps					
H6024			SYLVANIA	2	
H6054			SYLVANIA	3	
H4651			SYLVANIA	0	
4537			SYLVANIA	0	
3157			SYLVANIA	3	
3158			SYLVANIA	0	
3057-NA			SYLVANIA	0	
912			SYLVANIA	10	
9007			SYLVANIA	3	
9006			SYLVANIA	0	
9005			SYLVANIA	1	
3157-SA			SYLVANIA	0	
4007			SYLVANIA	0	
4157			SYLVANIA	0	

By:

Cheli Haley
Cheli Haley,
Buyer

OFFEROR has examined **Addendum #2** to Request for Bid# 24-29APR15 -- *Auto Parts and Accessories Term and Supply*, receipt of which is hereby acknowledged:

Company Name:

CHAMPION BRANDS LLC

Address:

P.O. BOX 645 CLINTON, MO 64735

Phone Number:

660-885-8151

Fax Number:

660-885-2867

E-mail:

GLONG@CHAMPIONBRANDS.COM

Authorized Representative Signature:

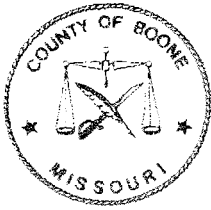
Gary Long

Date:

4-29-15

Authorized Representative Printed Name:

GARY LONG



BOONE COUNTY, MISSOURI

Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #1 - Issued April 22, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. What's the estimated quantity for each line item?

Response: Auto parts are not a planned purchase. Parts are ordered on an as needed basis, and the quantity of each item ordered varies from year to year.

b. Do you accept equal alternative brands?

Response: Yes.


c. How many times a year do you typically place an order?

Response: Auto part orders are made frequently and can sometimes be made up to three times daily for items not regularly stocked at Public Works. There are currently five vendors contracted with the County to provide auto parts. Not all vendors receive an order daily or monthly.

d. What is the average order quantity?

Response: The quantities of items included in a single order vary widely and can be as small as one item per order. In 2014, the County spent an approximate monthly average of \$2,300.00 on auto parts.

By:


Cheli Haley,
Buyer

OFFEROR has examined **Addendum #1** to Request for Bid# 24-29APR15 – Auto Parts and Accessories Term and Supply, receipt of which is hereby acknowledged:

Company Name: CHAMPION BRANDS LLC
Address: P.O. BOX 645 CLINTON, MO 64735
Phone Number: 660-885-8151 Fax Number: 660-885-2867
E-mail: gLong@CHAMPIONBRANDS.COM
Authorized Representative Signature: Gary Long Date: 4-29-15
Authorized Representative Printed Name: GARY LONG



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

Request for Bid (Bid)

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymo.org

Bid Data

Bid Number: **24-29APR15**
Commodity Title: **Automotive Parts and Accessories Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 109
Columbia, MO 65201

Directions: The Boone County Annex Building is located on the Southeast corner at 7th St. and Ash St. Enter the building from the Southern Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Conference Room
613 E. Ash, Room 109
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Work Authorization Certification
Debarment 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 July 1, 2015 through June 30, 2016, 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 and delivery of **Automotive Parts and Accessories** on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **Estimated Quantity** - The County estimates that approximately \$30,000.00 will be expended from the automotive parts and accessories line item of the 2015 Boone County Budget. The County anticipates a multi-vendor contract award for these products and cannot provide a minimum guaranteed quantity. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.
- 2.2. The unit prices for the items identified on the *Response Form* shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the *Response Form* shall not increase by more than the maximum percent proposed on the *Response Form*.
- 2.2.1. If renewal percentages are not provided for the items listed on the *Response Form*, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT 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 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.
- 2.5.2. All prices quoted must be prices for new merchandise, free from defects.
- 2.6. **Standard Automotive Parts and Accessories** - Section 4.7. on the *Response Form* lists standard automotive parts and accessories the County has identified as standard items to be purchased from this contract(s). The County’s purchases will not be limited to this list. Bidders shall price each item listed. Prices shall be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second and third renewal periods for these items.
- 2.7. **Catalog Discount Items** – Bidder must state jobber cost plus or minus percentage on all parts on the *Response Page*. Percentage discounts offered will remain firm for the duration of the contract and will apply to all parts sold to the County. Other items not specifically indicated, for which bidder may be distributor, will be supplied less the percentage discount noted on the *Response Page* from the noted manufacturer’s current Blue Sheet Jobber’s Published Price List.
- 2.7.1. In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs. If prices decline, or should the Contractor at any time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to

- any one else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.
- 2.7.2. When the manufacturer's price list changes, the Contractor shall provide two copies of updated price lists before the new prices are effective. These shall be sent to Boone County Purchasing, Attention: Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, MO 65201.
 - 2.7.3. It will be the Contractor's responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
 - 2.7.4. Any alterations in manufacturers' price list by individual Bidders may be basis for voiding the entire offer of such Bidder.
 - 2.7.5. Prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added to the bid prices.
 - 2.7.6. Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
 - 2.7.7. Price increases will only be allowed when the Contractor can prove, by published price lists, that manufacturer's prices have increased. Price increases may not be retroactive. In no circumstance may the jobber plus or minus percentage rate change.
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 - 2.9. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
 - 2.10. **Warranty** – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
 - 2.11. **The following submittals shall be included with Bidder's response:**
 - a) Jobber sheets for each manufacturer offered. Any alterations in manufacturer's price list by individual Bidders may be basis for voiding the entire offer of such Bidder. Failure to submit price lists may result in rejection of bid.
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 - c) Contractor(s) shall provide current catalogs at time of award.
 - 2.12. **DESIGNEE** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Tom Bass Road, Columbia, Missouri 65201.
 - 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201, faxing to (573) 886-4390, or emailing to chaley@boonecountymo.org.
 - 2.13. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Bi-weekly stock orders **MUST BE DELIVERED** to: Boone County Public Works; 5551 Tom Bass Road; Columbia, MO 65201.
 - 2.14. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified as current County employees.
 - 2.15. **PAYMENT TERMS** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the vendor's bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate **MONTHLY** statement.
 - 2.16. **Award of Contract:** The County reserves the right to award to more than one (1) supplier.

Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier.

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3. Response Presentation and Review

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 - 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.
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 - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

(Please complete and return with Contract)

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

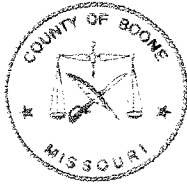
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

GARY LONG Account Manager
Name and Title of Authorized Representative

Gary Long 4-29-15
Signature Date



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

Standard Terms and Conditions

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

government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.**
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Request for Bid (Bid)

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

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymmo.org

“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: 24-29APR15 – Automotive Parts And Accessories Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



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

Request for Bid (Bid)

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymo.org

Bid Data

Bid Number: **24-29APR15**
Commodity Title: **Automotive Parts and Accessories Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 109
Columbia, MO 65201

Directions: The Boone County Annex Building is located on the Southeast corner at 7th St. and Ash St. Enter the building from the Southern Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Conference Room
613 E. Ash, Room 109
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Work Authorization Certification
Debarment 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 **July 1, 2015 through June 30, 2016, 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 and delivery of **Automotive Parts and Accessories** on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **Estimated Quantity** - The County estimates that approximately \$30,000.00 will be expended from the automotive parts and accessories line item of the 2015 Boone County Budget. The County anticipates a multi-vendor contract award for these products and cannot provide a minimum guaranteed quantity. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.
- 2.2. The unit prices for the items identified on the *Response Form* shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the *Response Form* shall not increase by more than the maximum percent proposed on the *Response Form*.
- 2.2.1. If renewal percentages are not provided for the items listed on the *Response Form*, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT 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 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.
- 2.5.2. All prices quoted must be prices for new merchandise, free from defects.
- 2.6. **Standard Automotive Parts and Accessories** - Section 4.7. on the *Response Form* lists standard automotive parts and accessories the County has identified as standard items to be purchased from this contract(s). The County’s purchases will not be limited to this list. Bidders shall price each item listed. Prices shall be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second and third renewal periods for these items.
- 2.7. **Catalog Discount Items** – Bidder must state jobber cost plus or minus percentage on all parts on the *Response Page*. Percentage discounts offered will remain firm for the duration of the contract and will apply to all parts sold to the County. Other items not specifically indicated, for which bidder may be distributor, will be supplied less the percentage discount noted on the *Response Page* from the noted manufacturer’s current Blue Sheet Jobber’s Published Price List.
- 2.7.1. In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs. If prices decline, or should the Contractor at any time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to

- any one else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.
- 2.7.2. When the manufacturer's price list changes, the Contractor shall provide two copies of updated price lists before the new prices are effective. These shall be sent to Boone County Purchasing, Attention: Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, MO 65201.
 - 2.7.3. It will be the Contractor's responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
 - 2.7.4. Any alterations in manufacturers' price list by individual Bidders may be basis for voiding the entire offer of such Bidder.
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 - 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. Email: _____

4.7. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.6.2. **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.

4.6.3. Authorized Representative (Sign By Hand):

_____ Date: _____

4.6.4. Print Name and Title of Authorized Representative

_____ Date: _____

4.6.5. Delivery Days After Receipt of Order: _____ Days

4.6.6. After Hours Contact (if available) for Emergency Orders:

Name: _____

Phone Number: _____

4.6.7. Describe Return Policy if Different from Requirements Stated in Bid:

4.6.8. Catalog Name: _____ Jobber +/- %: _____

4.6.9. All other parts will be sold to the County at jobber +/- _____ %

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

4.6.11. Maximum Percentage Increase for _____ % 1st Renewal _____ % 2nd Renewal

4.7. PRICING-STANDARD AUTOMOTIVE PARTS AND ACCESSORIES

Oil Filters, Fuel Filters, Air Filters (Luberfiner is current brand unless otherwise noted)									
	Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost	
4.7.1.	LFP3000	Cummins	8.3L C-Series	1995					
4.7.2.	LFP5090	Detroit	DD13	2012					
4.7.3.	LFP6043	Paccar	MX13C	2015					
4.7.4.	PH500	Ford	3.7L	2014					
4.7.5.	PH48	Chevrolet	5.3L	2009					
4.7.6.	LFP5214	John Deere	672G	2009-15					
4.7.7.	LFP4836	John Deere	6125M	2014					
	Fuel Filters								
4.7.8.	L5091F	Detroit	DD13	2012					
4.7.9.	LFF6963	John Deere	672G	2009-15					
4.7.10.	LFF6964	John Deere	672G	2009-15					
4.7.11.	G6593	Ford	4.6L	2003					
4.7.12.	L5467FNXL	Paccar	MX13	2015					
	Air Filters								
4.7.13.	AF2884	Ford	3.7L	2014					
4.7.14.	LAF6986	Kenworth	MX13	2015					
4.7.15.	LAF1519	Chevrolet	5.3L	2009					
4.7.16.	LAF8669	John Deere	672G	2009-15					
	Hyd. Filters								
4.7.17.	AT335492	John Deere	672G	2009-15					
4.7.18.	AT367840	John Deere	672G	2009-15					
4.7.19.	SUB-TOTAL (Oil Filters, Fuel Filters, Air Filters)								

Brakes-Part I								
	Brake Shoes/Pads (Raybestos)	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost
4.7.20.	GPD1611A(Front)	Ford	Interceptor	2014				
4.7.21.	GPD1612(Rear)	Ford	Interceptor	2014				
4.7.22.	3U2Z2V001BA(Front)	Ford	Crown Vic 4.6L	2008				
4.7.23.	4U2Z2V200AB(Rear)	Ford	Crown Vic 4.6L	2008				
Rotors/Drums (Raybestos)								
4.7.24.	PR54188(Front)	Ford	Interceptor	2014				
4.7.25.	PR54189(Rear)	Ford	Interceptor	2014				
4.7.26.	SUB-TOTAL (Brakes-Part I)							
Brakes-Part II (Heavy Truck)								
	Drums	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost
4.7.27.	107193 (Balanced)	Freightliner	114SD	2012-14	Conmet			
4.7.28.	3600AX (Balanced) (Qty 16/order)	Freightliner	114SD	2012-14				
Air Brake Chambers/Spring Brake MGM (OEM)								
4.7.29.	Type 30-30 Long Stroke w/Welded Yoke	Freightliner/Paccar	All Trucks	2012-15	MGM - 3232951			
Brake Shoe Kits w/Hardware								
4.7.30.	XK2124715QP	Freightliner	114SD	2012-14				
4.7.31.	4707DQ23 Q+ (Qty 16/order)	Freightliner	114SD	2012-14				
4.7.32.	SUB-TOTAL (Brakes-Part II Heavy Truck)							
Windshield Wipers								
	Blades				Mfg. Name	Price List ID	Price	Net Cost
4.7.33.	SP16 (Profile)							
4.7.34.	SP20 (Profile)							
4.7.35.	SP22 (Profile)							
4.7.36.	SP24 (Profile)							
4.7.37.	31-22				ANCO			
4.7.38.	30-22				ANCO			
4.7.39.	30-20				ANCO			
4.7.40.	31-20				ANCO			
4.7.41.	31-24				ANCO			

4.7.42.	SUB-TOTAL (Windshield Wipers)					
	Lamps (Wagner)					
	Lamps					
4.7.43.	H6024					
4.7.44.	H6054					
4.7.45.	H4651					
4.7.46.	3357					
4.7.47.	3157					
4.7.48.	3156					
4.7.49.	3157-NA					
4.7.50.	9012					
4.7.51.	9007					
4.7.52.	9006					
4.7.53.	9005					
4.7.54.	9003					
4.7.55.	4007					
4.7.56.	4157					
	Tail Light (Peterson)					
4.7.57.	420R (Oval LED)					
4.7.58.	417R (Round LED)					
	Marker Light					
4.7.59.	V162KR (Round 2 ½" LED w/Plug & Grommet)					
4.7.60.	V162KA (Round 2 ½" LED w/Plug & Grommet)					
	Strobe Light					
4.7.61.	423SA-1 (Oval LED)					
4.7.62.	SUB-TOTAL (Lamps)					
	Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Winter De-Icer Type					
	Washer Fluid					
4.7.63.						
4.7.64.	SUB-TOTAL					
	Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer					
	Washer Fluid					
4.7.65.						
4.7.66.	SUB-TOTAL					
	Brake Cleaner 3M (per 14 oz. can minimum)					
	Mfg. Name					
	Price List ID					
	Price					
	Net Cost					
4.7.90.	SUB-TOTAL					
4.8.	GRAND TOTAL ALL SUPPLIES (4.7.19+4.7.26+4.7.32+4.7.42+4.7.62+4.7.64+4.7.66+4.7.90)					

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

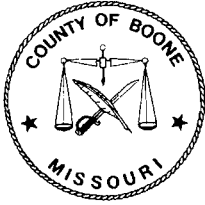


Standard Terms and Conditions

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

government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Request for Bid (Bid)

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

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymo.org

“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: 24-29APR15 – Automotive Parts And Accessories Term & Supply

Business Name: _____

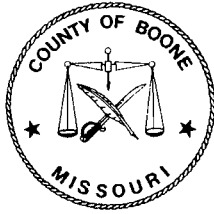
Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #1 - Issued May 27, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. What's the estimated quantity for each line item?

Response: Auto parts are not a planned purchase. Parts are ordered on an as needed basis, and the quantity of each item ordered varies from year to year.

b. Do you accept equal alternative brands?

Response: Yes.

c. How many times a year do you typically place an order?

Response: Auto part orders are made frequently and can sometimes be made up to three times daily for items not regularly stocked at Public Works. There are currently five vendors contracted with the County to provide auto parts. Not all vendors receive an order daily or monthly.

d. What is the average order quantity?

Response: The quantities of items included in a single order vary widely and can be as small as one item per order. In 2014, the County spent an approximate monthly average of \$2,300.00 on auto parts.

By: _____
Cheli Haley,
Buyer

OFFEROR has examined **Addendum #1** to Request for Bid# 24-29APR15 – *Auto Parts and Accessories Term and Supply*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #2 - Issued May 27, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. Please can you send me last year's award tab?

Response: The last Request for Bid for auto parts was released in 2012. To view this document and the Bid Tabulation, please go to our website at www.showmeboone.com. Navigate to the Purchasing page and select Bid Files 2012 on the left side of the page. The Bid Number you are seeking is 28-11JUN12. The Request for Bid can be found in the first column and the Bid Tabulation can be found in the second column. The five vendors listed on the Bid Tabulation were awarded the Bid.

b. Can you send me the quantities ordered last year?

Response: Not all order information is retained. The information from calendar year 2014 that was kept is included in this Addendum.

Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	2014 Quantity
LFP3000	Cummins	8.3L C-Series	1995	AC DELCO	4
LP5090	Detroit	DD13	2012	DONALDSON	19
LFP9025	IHC	DT570	2005	DONALDSON	8
PH820	Ford	4.6L	2001	FVP	7
PH44	Chevrolet	4.8L	2003	FVP	3
PH59	Chevrolet	4.8L	2001	AC DELCO	3
LFP4836	JD	672CH/D	2005+	DONALDSON	19
LFP5214	JD	672G	2009+	HASTINGS	10
PH2835	Ford	4.6L	2011+	FVP	13
Fuel Filters					
L9684F	IHC	DT570	2005	AC DELCO	5
L5091F	Detroit	DD13	2012	DONALDSON	1
L8557F	JD	672CH/D	2002	DONALDSON	9
L8563F	JD	672CH/D	2002	DONALDSON	9

G6593	Ford	4.6L	2003	AC DELCO	13
G481	Chevrolet	4.8L	2001	FVP	1
Air Filters					
AF1032A	Ford	4.6L	2001	AC DELCO	14
LAF9099	IHC	DT530	2003	AC DELCO	7
LAF1520	Chevrolet	6.6L Duramax	2005	AC DELCO	31
LAF4498	JD	672D	2007	AC DELCO	4
LAF5314	JD	672D	2007	DONALDSON	14
LAF8669	JD	672G	2009+	AC DELCO	11
LAF8670	JD	672G	2009+	AC DELCO	4
Hyd. Filters					
LFH8499				AC DELCO	0
LFH4204				AC DELCO	6
LFH5936				AC DELCO	0
HF6840 (Fleetguard)				AC DELCO	0
WINDSHIELD WIPERS					
Refills (Anco - contour style)				Mfg. Name	2014 Quantity
31-22				ANCO	x
30-22				ANCO	4
Lamps (Wagner)					
Lamps					
H6024				SYLVANIA	2
H6054				SYLVANIA	3
H4651				SYLVANIA	0
4537				SYLVANIA	0
3157				SYLVANIA	3
3156				SYLVANIA	0
3057-NA				SYLVANIA	0
912				SYLVANIA	10
9007				SYLVANIA	3
9006				SYLVANIA	0
9005				SYLVANIA	1
3157-SA				SYLVANIA	0
4007				SYLVANIA	0
4157				SYLVANIA	0

By: _____
Cheli Haley,
Buyer

OFFEROR has examined **Addendum #2** to Request for Bid# *24-29APR15 – Auto Parts and Accessories Term and Supply*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

**PURCHASE AGREEMENT
FOR
AUTOMOTIVE PARTS AND ACESSORIES TERM AND SUPPLY**

THIS AGREEMENT dated the 25th day of June 2015, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Scheppers International Truck Center**, 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, the County of Boone Request for Bid for **Automotive Parts and Accessories Term and Supply**, bid number **24-29APR15**, any applicable addenda, and the Contractor's bid response dated **April 28, 2015** and executed by **Tina Sieg** 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, this Purchase Agreement, the Request for Bid, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall **begin on July 1, 2015 and extend through June 30, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - Contractor agrees to deliver the items as specified within one (1) day after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Public Works Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

8. Termination - This agreement may be terminated by the County upon thirty (30) 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.

**SCHEPPERS INTERNATIONAL
TRUCK CENTER**

by Tina Sieg
title Parts Manager
address 1722 Southridge Drive
Jefferson City, MO 65109

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature by [initials]

6/17/15
Date

2040/59100/60200 Term & Supply

No Encumbrance Required
Appropriation Account

4. Response Form

4.1. Company Name: Scheppers International Truck Center
 4.2. Address: 1722 Southridge Drive
 4.3. City/Zip: Jefferson City, MO 65109
 4.4. Phone Number: 573-636-2133
 4.5. Fax Number: 573-636-8312
 4.6. Email: +sieg@alscheppers.com
 4.7. Federal Tax ID: 44-0525337

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

4.6.2. **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.

4.6.3. Authorized Representative (Sign By Hand):

Tina Sieg Date: 4/28/15

4.6.4. Print Name and Title of Authorized Representative

Tina Sieg - Parts Manager Date: 4/28/15

4.6.5. Delivery Days After Receipt of Order: 1 Days

4.6.6. After Hours Contact (if available) for Emergency Orders:

Name: Tina Sieg
 Phone Number: 573-694-1489

4.6.7. Describe Return Policy if Different from Requirements Stated in Bid:

Open to all returns - restock of 20% applies to any electrical parts.

4.6.8. Catalog Name: Navistar Jobber +/- %: 15

4.6.9. All other parts will be sold to the County at jobber +/- 15 %

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

4.6.11. Maximum Percentage Increase for 5 % 1st Renewal 5 % 2nd Renewal

TS

4.7. PRICING-STANDARD AUTOMOTIVE PARTS AND ACCESSORIES

Oil Filters, Fuel Filters, Air Filters (Luberfiner is current brand unless otherwise noted)								
	Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost
4.7.1.	LFP3000	Cummins	8.3L C-Series	1995	Fleetguard		17.34	each
4.7.2.	LFP5090	Detroit	DD13	2012	Fleetguard		34.84	each
4.7.3.	LFP6043	Paccar	MX13C	2015	N/A			
4.7.4.	PH500	Ford	3.7L	2014	Luberfiner		3.30	each
4.7.5.	PH48	Chevrolet	5.3L	2009	Fleetguard		3.04	each
4.7.6.	LFP5214	John Deere	672G	2009-15	Fleetguard		16.03	each
4.7.7.	LFP4836	John Deere	6125M	2014	Fleetguard		7.76	each
	Fuel Filters							
4.7.8.	L5091F	Detroit	DD13	2012	Luberfiner		40.40	EACH
4.7.9.	LFF6963	John Deere	672G	2009-15	Luberfiner		16.52	EACH
4.7.10.	LFF6964	John Deere	672G	2009-15	Fleetguard		42.18	EACH
4.7.11.	G6593	Ford	4.6L	2003	Fleetguard		5.15	EACH
4.7.12.	L5467FNL	Paccar	MX13	2015	Fleetguard		8.77	EACH
	Air Filters							
4.7.13.	AF2884	Ford	3.7L	2014	Fleetguard		8.50	EACH
4.7.14.	LAF6986	Kenworth	MX13	2015	Fleetguard		30.53	EACH
4.7.15.	LAF1519	Chevrolet	5.3L	2009	Fleetguard		8.71	EACH
4.7.16.	LAF8669	John Deere	672G	2009-15	Fleetguard		30.53	EACH
	Hyd. Filters							
4.7.17.	AT335492	John Deere	672G	2009-15	N/A			
4.7.18.	AT367840	John Deere	672G	2009-15	Luberfiner		52.64	EACH
4.7.19.	SUB-TOTAL (Oil Filters, Fuel Filters, Air Filters)							

15

Brakes-Part I								
	Brake Shoes/Pads (Raybestos)	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost
4.7.20.	GPD1611A(Front)	Ford	Interceptor	2014	Performance Pads		46.20	Each
4.7.21.	GPD1612(Rear)	Ford	Interceptor	2014	Performance Pads		40.20	Each
4.7.22.	3U2Z2V001BA(Front)	Ford	Crown Vic 4.6L	2008	Performance Pads		51.30	EACH
4.7.23.	4U2Z2V200AB(Rear)	Ford	Crown Vic 4.6L	2008	Performance Pads		42.90	EACH
Rotors/Drums (Raybestos)								
4.7.24.	PR54188(Front)	Ford	Interceptor	2014	Raybestos		82.96	EACH
4.7.25.	PR54189(Rear)	Ford	Interceptor	2014	Raybestos		55.96	EACH
4.7.26.	SUB-TOTAL (Brakes-Part I)							
Brakes-Part II (Heavy Truck)								
	Drums	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost
4.7.27.	107193 (Balanced)	Freightliner	114SD	2012-14	Conmet		128.01	EACH
4.7.28.	3600AX (Balanced) (Qty 16/order)	Freightliner	114SD	2012-14	Fleetrite		70.00	EACH
Air Brake Chambers/Spring Brake MGM (OEM)								
4.7.29.	Type 30-30 Long Stroke w/Welded Yoke	Freightliner/Paccar	All Trucks	2012-15	MGM - 3232951X		111.22	EACH
Brake Shoe Kits w/Hardware								
4.7.30.	XK2124715QP	Freightliner	114SD	2012-14	Fleetrite		50.38 / 40.00 ^{core}	EACH
4.7.31.	4707DQ23 Q+ (Qty 16/order)	Freightliner	114SD	2012-14	Fleetrite		36.34 / 29.00 ^{core}	EACH
4.7.32.	SUB-TOTAL (Brakes-Part II Heavy Truck)							
Windshield Wipers								
	Blades				Mfg. Name	Price List ID	Price	Net Cost
4.7.33.	SP16 (Profile)				Fleetrite		7.87	EACH
4.7.34.	SP20 (Profile)				Fleetrite		7.87	EACH
4.7.35.	SP22 (Profile)				Fleetrite		9.19	EACH
4.7.36.	SP24 (Profile)				Fleetrite		9.19	EACH
4.7.37.	31-22				ANCO		4.52	EACH
4.7.38.	30-22				ANCO		4.97	EACH
4.7.39.	30-20				ANCO		6.58	EACH
4.7.40.	31-20				ANCO		4.38	EACH
4.7.41.	31-24				ANCO		7.28	EACH

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4.7.42.	SUB-TOTAL (Windshield Wipers)							
	Lamps (Wagner)							
	Lamps			Mfg. Name	Price List ID	Price	Net Cost	
4.7.43.	H6024			GE		10.28	EACH	
4.7.44.	H6054			General Electric		7.92	EACH	
4.7.45.	H4651			GE		6.25	EACH	
4.7.46.	3357			GE		.76	EACH	
4.7.47.	3157			GE		1.09	EACH	
4.7.48.	3156			GE		1.09	EACH	
4.7.49.	3157-NA			GE		1.94	EACH	
4.7.50.	9012 9/2			GE		.68	EACH	
4.7.51.	9007			GE		5.87	EACH	
4.7.52.	9006			GE		5.26	EACH	
4.7.53.	9005			GE		6.10	EACH	
4.7.54.	9003			GE		6.25	EACH	
4.7.55.	4007			GE		11.99	EACH	
4.7.56.	4157			GE		6.18	EACH	
	Tail Light (Peterson)							
4.7.57.	420R (Oval LED)			Truckelite		7.93	EACH	
4.7.58.	417R (Round LED)			Grote		35.69	EACH	
	Marker Light							
4.7.59.	V162KR (Round 2 1/2" LED w/Plug & Grommet)			Grote		7.16	EACH	
4.7.60.	V162KA (Round 2 1/2" LED w/Plug & Grommet)			Grote		7.81	EACH	
	Strobe Light							
4.7.61.	423SA-1 (Oval LED)			Peterson		53.04	EACH	
4.7.62.	SUB-TOTAL (Lamps)							
	Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Winter De-Icer Type							
	Washer Fluid			Mfg. Name	Price List ID	Price	Net Cost	
4.7.63.				Splash		2.46	EACH	
4.7.64.	SUB-TOTAL							
	Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer							
	Washer Fluid			Mfg. Name	Price List ID	Price	Net Cost	
4.7.65.				Splash		2.46	EACH	
4.7.66.	SUB-TOTAL							
	Brake Cleaner 3M (per 14 oz. can minimum)							
				Mfg. Name	Price List ID	Price	Net Cost	
4.7.67.				Quik		3.05	EACH	
4.7.90.	SUB-TOTAL							
4.8.	GRAND TOTAL ALL SUPPLIES (4.7.19+4.7.26+4.7.32+4.7.42+4.7.62+4.7.64+4.7.66+4.7.90)							

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BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #2 - Issued April 23, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. Please can you send me last year's award tab?

Response: The last Request for Bid for auto parts was released in 2012. To view this document and the Bid Tabulation, please go to our website at www.showmeboone.com. Navigate to the Purchasing page and select Bid Files 2012 on the left side of the page. The Bid Number you are seeking is 28-11JUN12. The Request for Bid can be found in the first column and the Bid Tabulation can be found in the second column. The five vendors listed on the Bid Tabulation were awarded the Bid.

b. Can you send me the quantities ordered last year?

Response: Not all order information is retained. The information from calendar year 2014 that was kept is included in this Addendum.

Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	2014 Quantity
LFP3000	Cummins	8.3L C-Series	1995	AC DELCO	4
LP5090	Detroit	DD13	2012	DONALDSON	19
LFP9025	IHC	DT570	2005	DONALDSON	8
PH820	Ford	4.6L	2001	FVP	7
PH44	Chevrolet	4.8L	2003	FVP	3
PH59	Chevrolet	4.8L	2001	AC DELCO	3
LFP4836	JD	672CH/D	2005+	DONALDSON	19
LFP5214	JD	672G	2009+	HASTINGS	10
PH2835	Ford	4.6L	2011+	FVP	13
Fuel Filters					
L9684F	IHC	DT570	2005	AC DELCO	5
L5091F	Detroit	DD13	2012	DONALDSON	1
L8557F	JD	672CH/D	2002	DONALDSON	9
L8563F	JD	672CH/D	2002	DONALDSON	9

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G6593	Ford	4.6L	2003	AC DELCO	13
G481	Chevrolet	4.8L	2001	FVP	1
Air Filters					
AF1032A	Ford	4.6L	2001	AC DELCO	14
LAF9099	IHC	DT530	2003	AC DELCO	7
LAF1520	Chevrolet	6.6L Duramax	2005	AC DELCO	31
LAF4498	JD	672D	2007	AC DELCO	4
LAF5314	JD	672D	2007	DONALDSON	14
LAF8669	JD	672G	2009+	AC DELCO	11
LAF8670	JD	672G	2009+	AC DELCO	4
Hyd. Filters					
LFH8499				AC DELCO	0
LFH4204				AC DELCO	6
LFH5936				AC DELCO	0
HF6840 (Fleetguard)				AC DELCO	0
WINDSHIELD WIPERS					
Refills (Anco - contour style)			Mfg. Name	2014 Quantity	
31-22			ANCO	x	
30-22			ANCO	4	
Lamps (Wagner)					
Lamps					
H6024			SYLVANIA	2	
H6054			SYLVANIA	3	
H4651			SYLVANIA	0	
4537			SYLVANIA	0	
3157			SYLVANIA	3	
3156			SYLVANIA	0	
3057-NA			SYLVANIA	0	
912			SYLVANIA	10	
9007			SYLVANIA	3	
9006			SYLVANIA	0	
9005			SYLVANIA	1	
3157-SA			SYLVANIA	0	
4007			SYLVANIA	0	
4157			SYLVANIA	0	

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By: *Cheli Haley*
Cheli Haley,
Buyer

OFFEROR has examined **Addendum #2** to Request for Bid# 24-29APR15 – *Auto Parts and Accessories Term and Supply*, receipt of which is hereby acknowledged:

Company Name: Scheppers International Truck Center
Address: 1722 Southridge Drive

Phone Number: 573-636-2133 Fax Number: 573-636-8312

E-mail: tsieg@alscheppers.com

Authorized Representative Signature: *Tina Sieg* Date: 4/28/15

Authorized Representative Printed Name: Tina Sieg

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BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #1 - Issued April 22, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. **What's the estimated quantity for each line item?**

Response: Auto parts are not a planned purchase. Parts are ordered on an as needed basis, and the quantity of each item ordered varies from year to year.

b. **Do you accept equal alternative brands?**

Response: Yes.

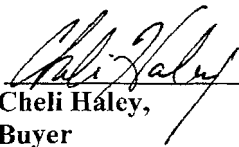
c. **How many times a year do you typically place an order?**

Response: Auto part orders are made frequently and can sometimes be made up to three times daily for items not regularly stocked at Public Works. There are currently five vendors contracted with the County to provide auto parts. Not all vendors receive an order daily or monthly.

d. **What is the average order quantity?**

Response: The quantities of items included in a single order vary widely and can be as small as one item per order. In 2014, the County spent an approximate monthly average of \$2,300.00 on auto parts.

By:



Cheli Haley,
Buyer

XS

OFFEROR has examined **Addendum #1** to Request for Bid# 24-29APR15 – Auto Parts and Accessories Term and Supply, receipt of which is hereby acknowledged:

Company Name: Scheppers International Truck Center

Address: 1722 Southridge Drive

Phone Number: 573-636-2133 Fax Number: 573-636-8312

E-mail: +Sieg@alscheppers.com

Authorized Representative Signature: Tina Sieg Date: 4/28/15

Authorized Representative Printed Name: Tina Sieg



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

Request for Bid (Bid)

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymo.org

Bid Data

Bid Number: **24-29APR15**
Commodity Title: **Automotive Parts and Accessories Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 109
Columbia, MO 65201

Directions: The Boone County Annex Building is located on the Southeast corner at 7th St. and Ash St. Enter the building from the Southern Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Conference Room
613 E. Ash, Room 109
Columbia, MO 65201

Bid Contents

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

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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 July 1, 2015 through June 30, 2016, 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 and delivery of **Automotive Parts and Accessories** on an *as needed* basis as detailed in the following specifications.
 - 2.1.1. **Estimated Quantity** - The County estimates that approximately \$30,000.00 will be expended from the automotive parts and accessories line item of the 2015 Boone County Budget. The County anticipates a multi-vendor contract award for these products and cannot provide a minimum guaranteed quantity. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
 - 2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.
- 2.2. The unit prices for the items identified on the *Response Form* shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the *Response Form* shall not increase by more than the maximum percent proposed on the *Response Form*.
 - 2.2.1. If renewal percentages are not provided for the items listed on the *Response Form*, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT 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 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.
 - 2.5.2. All prices quoted must be prices for new merchandise, free from defects.
- 2.6. **Standard Automotive Parts and Accessories** - Section 4.7. on the *Response Form* lists standard automotive parts and accessories the County has identified as standard items to be purchased from this contract(s). The County’s purchases will not be limited to this list. Bidders shall price each item listed. Prices shall be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second and third renewal periods for these items.
- 2.7. **Catalog Discount Items** – Bidder must state jobber cost plus or minus percentage on all parts on the *Response Page*. Percentage discounts offered will remain firm for the duration of the contract and will apply to all parts sold to the County. Other items not specifically indicated, for which bidder may be distributor, will be supplied less the percentage discount noted on the *Response Page* from the noted manufacturer’s current Blue Sheet Jobber’s Published Price List.
 - 2.7.1. In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs. If prices decline, or should the Contractor at any time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to

- any one else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.
- 2.7.2. When the manufacturer's price list changes, the Contractor shall provide two copies of updated price lists before the new prices are effective. These shall be sent to Boone County Purchasing, Attention: Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, MO 65201.
 - 2.7.3. It will be the Contractor's responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
 - 2.7.4. Any alterations in manufacturers' price list by individual Bidders may be basis for voiding the entire offer of such Bidder.
 - 2.7.5. Prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added to the bid prices.
 - 2.7.6. Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
 - 2.7.7. Price increases will only be allowed when the Contractor can prove, by published price lists, that manufacturer's prices have increased. Price increases may not be retroactive. In no circumstance may the jobber plus or minus percentage rate change.
 - 2.8. **Product Substitutions** – All product substitutions offered must be pre-approved by the Boone County Shop Superintendent in writing. The County reserves the right to request samples of any substitutes. These samples will be free of charge. Interpretation of "equal or better" will be determined at the sole discretion of the County.
 - 2.9. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
 - 2.10. **Warranty** – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
 - 2.11. **The following submittals shall be included with Bidder's response:**
 - a) Jobber sheets for each manufacturer offered. Any alterations in manufacturer's price list by individual Bidders may be basis for voiding the entire offer of such Bidder. Failure to submit price lists may result in rejection of bid.
 - b) Bidders may be requested to furnish samples of parts. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.
 - c) Contractor(s) shall provide current catalogs at time of award.
 - 2.12. **DESIGNEE** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Tom Bass Road, Columbia, Missouri 65201.
 - 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201, faxing to (573) 886-4390, or emailing to chaley@boonecountymo.org.
 - 2.13. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Bi-weekly stock orders **MUST BE DELIVERED** to: Boone County Public Works; 5551 Tom Bass Road; Columbia, MO 65201.
 - 2.14. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified as current County employees.
 - 2.15. **PAYMENT TERMS** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the vendor's bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an **accurate MONTHLY** statement.
 - 2.16. **Award of Contract:** The County reserves the right to award to more than one (1) supplier.

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Multiple awards **may** be made on the basis of a primary, secondary, and tertiary supplier.

- 2.17. **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.

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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.

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Tina Sieg - Parts Manager

Name and Title of Authorized Representative

Tina Sieg

Signature

4/28/15

Date

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Standard Terms and Conditions

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

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government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Request for Bid (Bid)

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

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymo.org

“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: 24-29APR15 – Automotive Parts And Accessories Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

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

Request for Bid (Bid)

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymo.org

Bid Data

Bid Number: **24-29APR15**
Commodity Title: **Automotive Parts and Accessories Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 109
Columbia, MO 65201

Directions: The Boone County Annex Building is located on the Southeast corner at 7th St. and Ash St. Enter the building from the Southern Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Conference Room
613 E. Ash, Room 109
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Work Authorization Certification
Debarment 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 **July 1, 2015 through June 30, 2016, 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 and delivery of **Automotive Parts and Accessories** on an *as needed* basis as detailed in the following specifications.
 - 2.1.1. **Estimated Quantity** - The County estimates that approximately \$30,000.00 will be expended from the automotive parts and accessories line item of the 2015 Boone County Budget. The County anticipates a multi-vendor contract award for these products and cannot provide a minimum guaranteed quantity. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
 - 2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.
 - 2.2. The unit prices for the items identified on the *Response Form* shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the *Response Form* shall not increase by more than the maximum percent proposed on the *Response Form*.
 - 2.2.1. If renewal percentages are not provided for the items listed on the *Response Form*, then prices during any renewal period shall be the same as during the original contract period.
 - 2.3. **CONTRACT 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 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.
 - 2.5.2. All prices quoted must be prices for new merchandise, free from defects.
 - 2.6. **Standard Automotive Parts and Accessories** - Section 4.7. on the *Response Form* lists standard automotive parts and accessories the County has identified as standard items to be purchased from this contract(s). The County’s purchases will not be limited to this list. Bidders shall price each item listed. Prices shall be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second and third renewal periods for these items.
 - 2.7. **Catalog Discount Items** – Bidder must state jobber cost plus or minus percentage on all parts on the *Response Page*. Percentage discounts offered will remain firm for the duration of the contract and will apply to all parts sold to the County. Other items not specifically indicated, for which bidder may be distributor, will be supplied less the percentage discount noted on the *Response Page* from the noted manufacturer’s current Blue Sheet Jobber’s Published Price List.
 - 2.7.1. In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs. If prices decline, or should the Contractor at any time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to

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- any one else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.
- 2.7.2. When the manufacturer's price list changes, the Contractor shall provide two copies of updated price lists before the new prices are effective. These shall be sent to Boone County Purchasing, Attention: Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, MO 65201.
 - 2.7.3. It will be the Contractor's responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
 - 2.7.4. Any alterations in manufacturers' price list by individual Bidders may be basis for voiding the entire offer of such Bidder.
 - 2.7.5. Prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added to the bid prices.
 - 2.7.6. Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
 - 2.7.7. Price increases will only be allowed when the Contractor can prove, by published price lists, that manufacturer's prices have increased. Price increases may not be retroactive. In no circumstance may the jobber plus or minus percentage rate change.
 - 2.8. **Product Substitutions** – All product substitutions offered must be pre-approved by the Boone County Shop Superintendent in writing. The County reserves the right to request samples of any substitutes. These samples will be free of charge. Interpretation of "equal or better" will be determined at the sole discretion of the County.
 - 2.9. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
 - 2.10. **Warranty** – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
 - 2.11. **The following submittals shall be included with Bidder's response:**
 - a) Jobber sheets for each manufacturer offered. Any alterations in manufacturer's price list by individual Bidders may be basis for voiding the entire offer of such Bidder. Failure to submit price lists may result in rejection of bid.
 - b) Bidders may be requested to furnish samples of parts. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.
 - c) Contractor(s) shall provide current catalogs at time of award.
 - 2.12. **DESIGNEE** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Tom Bass Road, Columbia, Missouri 65201.
 - 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201, faxing to (573) 886-4390, or emailing to chaley@boonecountymo.org.
 - 2.13. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Bi-weekly stock orders **MUST BE DELIVERED** to: Boone County Public Works; 5551 Tom Bass Road; Columbia, MO 65201.
 - 2.14. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified as current County employees.
 - 2.15. **PAYMENT TERMS** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the vendor's bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an **accurate MONTHLY** statement.
 - 2.16. **Award of Contract:** The County reserves the right to award to more than one (1) supplier.

Multiple awards **may** be made on the basis of a primary, secondary, and tertiary supplier.

- 2.17. **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.

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. Email: _____

4.7. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.6.2. **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.

4.6.3. Authorized Representative (Sign By Hand):

_____ Date: _____

4.6.4. Print Name and Title of Authorized Representative

_____ Date: _____

4.6.5. Delivery Days After Receipt of Order: _____ Days

4.6.6. After Hours Contact (if available) for Emergency Orders:

Name: _____

Phone Number: _____

4.6.7. Describe Return Policy if Different from Requirements Stated in Bid:

4.6.8. Catalog Name: _____ Jobber +/- %: _____

4.6.9. All other parts will be sold to the County at jobber +/- _____ %

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

4.6.11. Maximum Percentage Increase for _____ % 1st Renewal _____ % 2nd Renewal

4.7. PRICING-STANDARD AUTOMOTIVE PARTS AND ACCESSORIES

Oil Filters, Fuel Filters, Air Filters (Lubrefiner is current brand unless otherwise noted)

Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost
4.7.1.	LFP3000	Cummins	1995	8.3L C-Series			
4.7.2.	LFP5090	Detroit	2012	DD13			
4.7.3.	LFP6043	Paccar	2015	MX13C			
4.7.4.	PH500	Ford	2014	3.7L			
4.7.5.	PH48	Chevrolet	2009	5.3L			
4.7.6.	LFP5214	John Deere	2009-15	672G			
4.7.7.	LFP4836	John Deere	2014	6125M			
Fuel Filters							
4.7.8.	L5091F	Detroit	2012	DD13			
4.7.9.	LFF6963	John Deere	2009-15	672G			
4.7.10.	LFF6964	John Deere	2009-15	672G			
4.7.11.	G6593	Ford	2003	4.6L			
4.7.12.	L5467FNXL	Paccar	2015	MX13			
Air Filters							
4.7.13.	AF2884	Ford	2014	3.7L			
4.7.14.	LAF6986	Kenworth	2015	MX13			
4.7.15.	LAF1519	Chevrolet	2009	5.3L			
4.7.16.	LAF8669	John Deere	2009-15	672G			
Hyd. Filters							
4.7.17.	AT335492	John Deere	2009-15	672G			
4.7.18.	AT367840	John Deere	2009-15	672G			
4.7.19.	SUB-TOTAL (Oil Filters, Fuel Filters, Air Filters)						

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Brakes-Part I										
	Brake Shoes/Pads (Raybestos)	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost		
4.7.20.	GPD1611A(Front)	Ford	Interceptor	2014						
4.7.21.	GPD1612(Rear)	Ford	Interceptor	2014						
4.7.22.	3U2Z2V001BA(Front)	Ford	Crown Vic 4.6L	2008						
4.7.23.	4U2Z2V200AB(Rear)	Ford	Crown Vic 4.6L	2008						
	Rotors/Drums (Raybestos)									
4.7.24.	PR54188(Front)	Ford	Interceptor	2014						
4.7.25.	PR54189(Rear)	Ford	Interceptor	2014						
4.7.26.	SUB-TOTAL (Brakes-Part I)									
	Brakes-Part II (Heavy Truck)									
	Drums	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost		
4.7.27.	107193 (Balanced)	Freightliner	114SD	2012-14	Conmet					
4.7.28.	3600AX (Balanced) (Qty 16/order)	Freightliner	114SD	2012-14						
	Air Brake Chambers/Spring Brake MGM (OEM)									
4.7.29.	Type 30-30 Long Stroke w/Welded Yoke	Freightliner/Paccar	All Trucks	2012-15	MGM - 3232951					
	Brake Shoe Kits w/Hardware									
4.7.30.	XK2124715QP	Freightliner	114SD	2012-14						
4.7.31.	4707DQ23 Q+ (Qty 16/order)	Freightliner	114SD	2012-14						
4.7.32.	SUB-TOTAL (Brakes-Part II Heavy Truck)									
	Windshield Wipers									
	Blades				Mfg. Name	Price List ID	Price	Net Cost		
4.7.33.	SP16 (Profile)									
4.7.34.	SP20 (Profile)									
4.7.35.	SP22 (Profile)									
4.7.36.	SP24 (Profile)									
4.7.37.	31-22				ANCO					
4.7.38.	30-22				ANCO					
4.7.39.	30-20				ANCO					
4.7.40.	31-20				ANCO					
4.7.41.	31-24				ANCO					

TS

4.7.42.	SUB-TOTAL (Windshield Wipers)							
	<u>Lamps (Wagner)</u>							
	Lamps			Mfg. Name	Price List ID	Price	Net Cost	
4.7.43.	H6024							
4.7.44.	H6054							
4.7.45.	H4651							
4.7.46.	3357							
4.7.47.	3157							
4.7.48.	3156							
4.7.49.	3157-NA							
4.7.50.	9012							
4.7.51.	9007							
4.7.52.	9006							
4.7.53.	9005							
4.7.54.	9003							
4.7.55.	4007							
4.7.56.	4157							
	Tail Light (Peterson)							
4.7.57.	420R (Oval LED)							
4.7.58.	417R (Round LED)							
	Marker Light							
4.7.59.	V162KR (Round 2 1/2" LED w/Plug & Grommet)							
4.7.60.	V162KA (Round 2 1/2" LED w/Plug & Grommet)							
	Strobe Light							
4.7.61.	423SA-1 (Oval LED)							
4.7.62.	SUB-TOTAL (Lamps)							
	<u>Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Winter De-Icer Type</u>							
	Washer Fluid			Mfg. Name	Price List ID	Price	Net Cost	
4.7.63.								
4.7.64.	SUB-TOTAL							
	<u>Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer</u>							
	Washer Fluid			Mfg. Name	Price List ID	Price	Net Cost	
4.7.65.								
4.7.66.	SUB-TOTAL							
	<u>Brake Cleaner 3M (per 14 oz. can minimum)</u>							
4.7.67.								
4.7.90.	SUB-TOTAL							
4.8.	GRAND TOTAL ALL SUPPLIES (4.7.19+4.7.26+4.7.32+4.7.42+4.7.62+4.7.64+4.7.66+4.7.90)							

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(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

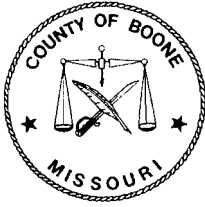
- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department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

Name and Title of Authorized Representative

Signature

Date

RS



Standard Terms and Conditions

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

government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

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Request for Bid (Bid)

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

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymo.org

“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: 24-29APR15 – Automotive Parts And Accessories Term & Supply

Business Name: _____

Address: _____

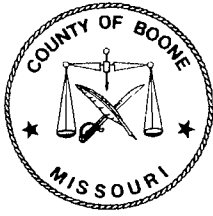
Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

TS



BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #1 - Issued May 27, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. What's the estimated quantity for each line item?

Response: Auto parts are not a planned purchase. Parts are ordered on an as needed basis, and the quantity of each item ordered varies from year to year.

b. Do you accept equal alternative brands?

Response: Yes.

c. How many times a year do you typically place an order?

Response: Auto part orders are made frequently and can sometimes be made up to three times daily for items not regularly stocked at Public Works. There are currently five vendors contracted with the County to provide auto parts. Not all vendors receive an order daily or monthly.

d. What is the average order quantity?

Response: The quantities of items included in a single order vary widely and can be as small as one item per order. In 2014, the County spent an approximate monthly average of \$2,300.00 on auto parts.

By: _____
Cheli Haley,
Buyer

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OFFEROR has examined **Addendum #1** to Request for Bid# *24-29APR15 – Auto Parts and Accessories Term and Supply*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

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BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #2 - Issued May 27, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. Please can you send me last year's award tab?

Response: The last Request for Bid for auto parts was released in 2012. To view this document and the Bid Tabulation, please go to our website at www.showmeboone.com. Navigate to the Purchasing page and select Bid Files 2012 on the left side of the page. The Bid Number you are seeking is 28-11JUN12. The Request for Bid can be found in the first column and the Bid Tabulation can be found in the second column. The five vendors listed on the Bid Tabulation were awarded the Bid.

b. Can you send me the quantities ordered last year?

Response: Not all order information is retained. The information from calendar year 2014 that was kept is included in this Addendum.

Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	2014 Quantity
LFP3000	Cummins	8.3L C-Series	1995	AC DELCO	4
LP5090	Detroit	DD13	2012	DONALDSON	19
LFP9025	IHC	DT570	2005	DONALDSON	8
PH820	Ford	4.6L	2001	FVP	7
PH44	Chevrolet	4.8L	2003	FVP	3
PH59	Chevrolet	4.8L	2001	AC DELCO	3
LFP4836	JD	672CH/D	2005+	DONALDSON	19
LFP5214	JD	672G	2009+	HASTINGS	10
PH2835	Ford	4.6L	2011+	FVP	13
Fuel Filters					
L9684F	IHC	DT570	2005	AC DELCO	5
L5091F	Detroit	DD13	2012	DONALDSON	1
L8557F	JD	672CH/D	2002	DONALDSON	9
L8563F	JD	672CH/D	2002	DONALDSON	9

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G6593	Ford	4.6L	2003	AC DELCO	13
G481	Chevrolet	4.8L	2001	FVP	1
Air Filters					
AF1032A	Ford	4.6L	2001	AC DELCO	14
LAF9099	IHC	DT530	2003	AC DELCO	7
LAF1520	Chevrolet	6.6L Duramax	2005	AC DELCO	31
LAF4498	JD	672D	2007	AC DELCO	4
LAF5314	JD	672D	2007	DONALDSON	14
LAF8669	JD	672G	2009+	AC DELCO	11
LAF8670	JD	672G	2009+	AC DELCO	4
Hyd. Filters					
LFH8499				AC DELCO	0
LFH4204				AC DELCO	6
LFH5936				AC DELCO	0
HF6840 (Fleetguard)				AC DELCO	0
WINDSHIELD WIPERS					
Refills (Anco – contour style)				Mfg. Name	2014 Quantity
31-22				ANCO	x
30-22				ANCO	4
Lamps (Wagner)					
Lamps					
H6024				SYLVANIA	2
H6054				SYLVANIA	3
H4651				SYLVANIA	0
4537				SYLVANIA	0
3157				SYLVANIA	3
3156				SYLVANIA	0
3057-NA				SYLVANIA	0
912				SYLVANIA	10
9007				SYLVANIA	3
9006				SYLVANIA	0
9005				SYLVANIA	1
3157-SA				SYLVANIA	0
4007				SYLVANIA	0
4157				SYLVANIA	0

By: _____
Cheli Haley,
Buyer

OFFEROR has examined **Addendum #2** to Request for Bid# 24-29APR15 – *Auto Parts and Accessories Term and Supply*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

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**PURCHASE AGREEMENT
FOR
AUTOMOTIVE PARTS AND ACCESSORIES TERM AND SUPPLY**

THIS AGREEMENT dated the 25th day of June 2015, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Factory Motor Parts**, 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, the County of Boone Request for Bid for **Automotive Parts and Accessories Term and Supply**, bid number **24-29APR15**, any applicable addenda, and the Contractor's bid response dated **April 20, 2015** and executed by **Dana Carney** 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, this Purchase Agreement, the Request for Bid, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall **begin on July 1, 2015 and extend through June 30, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - Contractor agrees to deliver the items as specified within seven (1) day after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Public Works Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid

specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

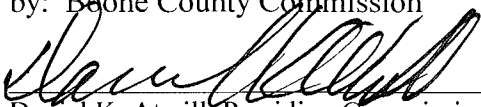
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

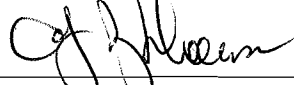
FACTORY MOTOR PARTS

by Dana Carney
 title Fleet Contract Specialist
 address 611 Big Bear Blvd
Columbia, Mo 65202

BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:



 County Counselor

ATTEST:

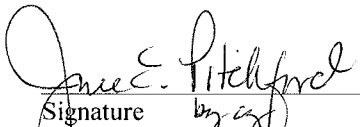


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

2040/59100/60200 Term & Supply



 Signature by ajf

6/17/15
Date

No Encumbrance Required
Appropriation Account

4. Response Form

4.1. Company Name: Factory Motor Parts
 4.2. Address: 611 Big Bear Blvd
 4.3. City/Zip: Columbia, MO 65202
 4.4. Phone Number: 719-599-0237 ex 2004
 4.5. Fax Number: 719-434-2417
 4.6. Email: d.carney@fmpco.com
 4.7. Federal Tax ID: 41-0639421

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

4.6.2. **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.

4.6.3. Authorized Representative (Sign By Hand):
Dana Carney Date: 4/20/2015

4.6.4. Print Name and Title of Authorized Representative
Dana Carney, Fleet Contract Specialist Date: 4/20/2015

4.6.5. Delivery Days After Receipt of Order: 1 Days

4.6.6. After Hours Contact (if available) for Emergency Orders:
 Name: NA
 Phone Number: NA

4.6.7. Describe Return Policy if Different from Requirements Stated in Bid:
As specified

4.6.8. Catalog Name: Factory Motor Parts Jobber +/- %: See Next Pg.

4.6.9. All other parts will be sold to the County at jobber +/- See Next Pg. %

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

4.6.11. Maximum Percentage Increase for 3 % 1st Renewal 3 % 2nd Renewal

JOBBER

LINE	CAT	Description	Discount %
ACDELCO	28	HD FILTERS	49.00%
ACDELCO	41	AC SPARK PLUGS	18.00%
ACDELCO	42	AC FILTERS	44.00%
ACDELCO	43	AC FUEL PUMPS	12.00%
ACDELCO	47	FUEL FILTERS	31.00%
ACDELCO	48	AIR FILTERS	28.00%
ACDELCO	50	TRANSMISSION FILTERS	10.00%
AISIN		AISIN	38.00%
AMMEX		AMMEX	32.00%
ANCO		ANCO WIPER PRODUCTS	36.00%
ASTCO		ATSCO STEERING	18.00%
BBP		BETTER BRAKE PARTS	55.00%
BLACKJACK		BLACK JACK TIRE REP	22.00%
BENDIX		BENDIX AUTO AFTMRT	29.00%
CENTRIC		CENTRIC PARTS	41.00%
CHAMPION		SPARK PLUGS	7.00%
CARDONE		CARDONE IND	24.00%
CRP		CRP INDUSTRIES	36.00%
ACDELCO	1	DELCO IGNITION	21.00%
ACDELCO	2	DELCO BEARINGS	10.00%
ACDELCO	4	DELCO RADIATORS	15.00%
ACDELCO	5	DELCO SHOCK ABSORBER	19.00%
ACDELCO	7	DELCO BATTERIES	18.00%
ACDELCO	8	DELCO WIPER PRODUCTS	18.00%
ACDELCO	9	AFTER MKT SUSPENSION	24.00%
ACDELCO	11	AFTER MKT WINDOW REG	10.00%
ACDELCO	13	DELCO STATS & CAPS	18.00%
ACDELCO	14	DURASTOP BRAKE PARTS	29.00%
ACDELCO	15	DELCO AIR CONDITION	16.00%
ACDELCO	16	DELCO WIRE & CABLE	20.00%
ACDELCO	17	DELCO BRAKE	19.00%
ACDELCO	18	DELCO SMALL MOTORS	10.00%
ACDELCO	21	EMISSION CONTROL	19.00%
ACDELCO	25	NEW WATER PUMPS	15.00%
ACDELCO	26	AFTER MKT WATER PUMP	25.00%
ACDELCO	31	DELCO STARTERS,ALTS.	15.00%
ACDELCO	33	AFTER MKT START/ALTS	15.00%
ACDELCO	35	BELTS & HOSES	10.00%
ACDELCO	36	DELCO FWD PRODUCTS	20.00%
ACDELCO	44	ADVANTAGE BRAKE PART	23.00%
ACDELCO	45	DELCO CHASSIS	29.00%
ACDELCO	46	ADVANTAGE CHASSIS	29.00%
DENSO		DENSO PRODUCTS	26.00%
DELPHI		DELPHI	23.00%
DORMAN		DORMAN	10.00%
FELPRO		FEL PRO	18.00%
FEDERAL MOGUL		FEDERAL MOGUL	25.00%
LITTLEFUSE		LITTLEFUSE-FUSES	36.00%
FVP	7	BATTERIES	20.00%
FVP	10	OIL FILTER	40.00%
FVP	11	AIR FILTERS	40.00%
FVP	12	CABIN AIR FILTERS	40.00%

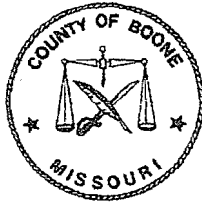
FVP	14	TRANSMISSION FILTERS	40.00%
FVP	31	RADIATORS	35.00%
GBR		GB REMANUFACTURING	5.00%
GOODYEAR		GOODYEAR PRODUCTS	21.00%
GLOBAL		GLOBAL PARTS DISTR	12.00%
GROTE		GROTE INDUSTRIES	2.00%
IDEAL		IDEAL HOSE CLAMPS	30.00%
KYB		SHOCKS	35.00%
MOOG		MOOG	32.00%
MOTORAD		MOTORAD	26.00%
MPA		MOTORCAR PARTS/AMERI	36.00%
MOTORCRAFT	1	STARTERS/ALTERNATORS	22.00%
MOTORCRAFT	2	POWER STEERING	15.00%
MOTORCRAFT	10	AIR CONDITIONING	14.00%
MOTORCRAFT	11	BATTERIES	18.00%
MOTORCRAFT	13	CARB/INJECTION PARTS	35.00%
MOTORCRAFT	14	ELEC. SERVICE PARTS	25.00%
MOTORCRAFT	15	FILTERS/PCV VALVES	26.00%
MOTORCRAFT	16	MOTORCRAFT REMANS	36.00%
MOTORCRAFT	17	SHOCKS & STRUTS	46.00%
MOTORCRAFT	18	SPARK PLUGS	20.00%
MOTORCRAFT	19	THERMOSTATS & CAPS	10.00%
MOTORCRAFT	20	BELTS & HOSES	24.00%
MOTORCRAFT	21	WIRE & CABLE	10.00%
MOTORCRAFT	22	WATER PUMPS	16.00%
MOTORCRAFT	23	FRONT WHEEL DRIVE	33.00%
MOTORCRAFT	24	WIPER BLADES	29.00%
MOTORCRAFT	29	Brake Pads/Shoes	24.00%
MOTORCRAFT	31	CHASSIS	36.00%
MOTORCRAFT	40	FUEL PUMPS	19.00%
MOTORCRAFT	41	HUBS	36.00%
MOTORCRAFT	42	BEARINGS	28.00%
REMY		REMY POWER PRODUCTS	33.00%
SACHS		SACHS NORTH AMERICA	18.00%
SPLASH		SPLASH WIPER BLADES	61.00%
STANDARD		STANDARD IGNITION	28.00%
TORJAN		TROJAN BATTERIES	12.00%
WAGNER LIGHT		WAGNER LIGHTING	47.00%
WESTAR		WESTAR MOTOR MOUNTS	36.00%
WAGNER BRAKE		WAGNER BRAKE	41.00%

4.7. PRICING-STANDARD AUTOMOTIVE PARTS AND ACCESSORIES

Oil Filters, Fuel Filters, Air Filters (Luberfiner is current brand unless otherwise noted)									
	Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost	
4.7.1.	LFP3000	Cummins	8.3L C-Series	1995	Luberfiner	LFP3000	41.69	19.59	
4.7.2.	LFP5090	Detroit	DD13	2012	Luberfiner	LFP5090	33.64	15.82	
4.7.3.	LFP6043	Paccar	MX13C	2015	Denardson	P550712	49.29	30.87	
4.7.4.	PH500	Ford	3.7L	2014	FVP	R7502	2.21	1.33	
4.7.5.	PH48	Chevrolet	5.3L	2009	FVP	PH48	2.30	1.38	
4.7.6.	LFP5214	John Deere	672G	2009-15	Luberfiner	LFP5214	75.59	35.53	
4.7.7.	LFP4836	John Deere	6125M	2014	Luberfiner	LFP4836	19.12	8.99	
	Fuel Filters								
4.7.8.	L5091F	Detroit	DD13	2012	Luberfiner	L5091F	71.48	33.56	
4.7.9.	LFF6963	John Deere	672G	2009-15	Luberfiner	LFF6963	164.17	77.30	
4.7.10.	LFF6964	John Deere	672G	2009-15	Denardson	P551124	96.25	58.71	
4.7.11.	G6593	Ford	4.6L	2003	FVP	V3595	8.86	5.32	
4.7.12.	L5467FNXL	Paccar	MX13	2015	Luberfiner	L5467FNXL	24.74	11.63	
	Air Filters								
4.7.13.	AF2884	Ford	3.7L	2014	FVP	PL935	8.19	4.91	
4.7.14.	LAF6986	Kenworth	MX13	2015	Luberfiner	LAF6986	424.19	199.37	
4.7.15.	LAF1519	Chevrolet	5.3L	2009	FVP	PA487	9.33	5.40	
4.7.16.	LAF8669	John Deere	672G	2009-15	Luberfiner	LAF8669	23.27	39.14	
	Hyd. Filters								
4.7.17.	AT335492	John Deere	672G	2009-15	Luberfiner	LF49347	100.53	47.25	
4.7.18.	AT367840	John Deere	672G	2009-15	Luberfiner	LF49347	100.53	47.25	
4.7.19.	SUB-TOTAL (Oil Filters, Fuel Filters, Air Filters)								642.75

Brakes-Part I									
	Brake Shoes/Pads (Raybestos)	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost	
4.7.20.	GPD1611A(Front)	Ford	Interceptor	2014	MOTORCRAFT	BRF1475	50.33	44.33	
4.7.21.	GPD1612(Rear)	Ford	Interceptor	2014	MOTORCRAFT	BRF1383	67.40	51.22	
4.7.22.	3U2Z2V001BA(Front)	Ford	Crown Vic 4.6L	2008	MOTORCRAFT	BRSD931	67.95	51.01	
4.7.23.	4U2Z2V200AB(Rear)	Ford	Crown Vic 4.6L	2008	MOTORCRAFT	BRSD932	54.00	41.54	
	Rotors/Drums (Raybestos)								
4.7.24.	PR54188(Front)	Ford	Interceptor	2014	CENTRIC	12161072	43.85	25.87	
4.7.25.	PR54189(Rear)	Ford	Interceptor	2014	CENTRIC	12161073	29.20	17.23	
4.7.26.	SUB-TOTAL (Brakes-Part I)								231.83
Brakes-Part II (Heavy Truck)									
	Drums	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost	
4.7.27.	107193 (Balanced)	Freightliner	114SD	2012-14	Conmet	NA	NA	NA	
4.7.28.	3600AX (Balanced) (Qty 16/order)	Freightliner	114SD	2012-14	NO Bid	NA	NA	NA	
	Air Brake Chambers/Spring Brake MGM (OEM)								
4.7.29.	Type 30-30 Long Stroke w/Welded Yoke Brake Shoe Kits w/Hardware	Freightliner/Paccar	All Trucks	2012-15	MGM - 3232951	NA	NA	NA	
4.7.30.	XK2124715QP	Freightliner	114SD	2012-14	NO Bid	NA	NA	NA	
4.7.31.	4707DQ23 Q+ (Qty 16/order)	Freightliner	114SD	2012-14	NO Bid	NA	NA	NA	
4.7.32.	SUB-TOTAL (Brakes-Part II Heavy Truck)								NO Bid
Windshield Wipers									
	Blades				Mfg. Name	Price List ID	Price	Net Cost	
4.7.33.	SP16 (Profile)				ANCO	SP16	2.07	5.16	
4.7.34.	SP20 (Profile)				ANCO	SP20	2.07	5.16	
4.7.35.	SP22 (Profile)				ANCO	SP22	2.07	5.16	
4.7.36.	SP24 (Profile)				ANCO	SP24	2.07	5.16	
4.7.37.	31-22				ANCO	31-22	4.95	3.17	
4.7.38.	30-22				ANCO	30-22	9.40	6.62	
4.7.39.	30-20				ANCO	30-20	4.40	6.62	
4.7.40.	31-20				ANCO	31-20	4.95	3.17	
4.7.41.	31-24				ANCO	31-24	4.95	3.17	

4.7.42.	SUB-TOTAL (Windshield Wipers)						42.19
	Lamps (Wagner)						
	Lamps		Mfg. Name	Price List ID	Price		Net Cost
4.7.43.	H6024		Wagner	H6024	12.48		6.61
4.7.44.	H6054		Wagner	H6054	12.77		6.77
4.7.45.	H4651		Wagner	H4651	12.50		6.43
4.7.46.	3357		Wagner	3357	1.52		.44
4.7.47.	3157		Wagner	3157	.72		.41
4.7.48.	3156		Wagner	3156	.83		.44
4.7.49.	3157-NA		Wagner	3157NA	1.79		.94
4.7.50.	9012		Wagner	9000	5.45		2.98
4.7.51.	9007		Wagner	9007	5.14		2.72
4.7.52.	9006		Wagner	9006	5.49		2.98
4.7.53.	9005		Wagner	9005	5.15		2.72
4.7.54.	9003		Wagner	9003	5.29		2.80
4.7.55.	4007		Wagner	4007	23.52		12.50
4.7.56.	4157		Wagner	4157	1.23		.97
	Tail Light (Peterson)						
4.7.57.	420R (Oval LED)		Grease	53902	33.52		30.22
4.7.58.	417R (Round LED)		Grease	53532	22.82		20.59
	Marker Light						
4.7.59.	V162KR (Round 2 1/2" LED w/Plug & Grommet)		No Bid	NA	NA		NA
4.7.60.	V162KA (Round 2 1/2" LED w/Plug & Grommet)		No Bid	NA	NA		NA
	Strobe Light						
4.7.61.	423SA-1 (Oval LED)		No Bid	NA	NA		NA
4.7.62.	SUB-TOTAL (Lamps)						98.20
	Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Winter De-Icer Type						
	Washer Fluid		Mfg. Name	Price List ID	Price		Net Cost
4.7.63.			Splash	WASH	3.84		1.80
4.7.64.	SUB-TOTAL						1.80
	Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer						
	Washer Fluid		Mfg. Name	Price List ID	Price		Net Cost
4.7.65.			Splash	WASH32	2.43		1.14
4.7.66.	SUB-TOTAL						1.14
	Brake Cleaner 3M (per 14 oz. can minimum)						
			Mfg. Name	Price List ID	Price		Net Cost
4.7.67.			3M	02820	6.68		2.31
4.7.90.	SUB-TOTAL						2.31
4.8.	GRAND TOTAL ALL SUPPLIES (4.7.19+4.7.26+4.7.32+4.7.42+4.7.62+4.7.64+4.7.66+4.7.90)						102.15



Request for Bid (Bid)

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

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymo.org

Bid Data

Bid Number: **24-29APR15**
Commodity Title: **Automotive Parts and Accessories Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 109
Columbia, MO 65201

Directions: The Boone County Annex Building is located on the Southeast corner at 7th St. and Ash St. Enter the building from the Southern Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Conference Room
613 E. Ash, Room 109
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Work Authorization Certification
Debarment 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 July 1, 2015 through June 30, 2016, 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 and delivery of **Automotive Parts and Accessories** on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **Estimated Quantity** - The County estimates that approximately \$30,000.00 will be expended from the automotive parts and accessories line item of the 2015 Boone County Budget. The County anticipates a multi-vendor contract award for these products and cannot provide a minimum guaranteed quantity. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.
- 2.2. The unit prices for the items identified on the *Response Form* shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the *Response Form* shall not increase by more than the maximum percent proposed on the *Response Form*.
- 2.2.1. If renewal percentages are not provided for the items listed on the *Response Form*, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT 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 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.
- 2.5.2. All prices quoted must be prices for new merchandise, free from defects.
- 2.6. **Standard Automotive Parts and Accessories** - Section 4.7. on the *Response Form* lists standard automotive parts and accessories the County has identified as standard items to be purchased from this contract(s). The County’s purchases will not be limited to this list. Bidders shall price each item listed. Prices shall be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second and third renewal periods for these items.
- 2.7. **Catalog Discount Items** – Bidder must state jobber cost plus or minus percentage on all parts on the *Response Page*. Percentage discounts offered will remain firm for the duration of the contract and will apply to all parts sold to the County. Other items not specifically indicated, for which bidder may be distributor, will be supplied less the percentage discount noted on the *Response Page* from the noted manufacturer’s current Blue Sheet Jobber’s Published Price List.
- 2.7.1. In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs. If prices decline, or should the Contractor at any time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to

- any one else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.
- 2.7.2. When the manufacturer's price list changes, the Contractor shall provide two copies of updated price lists before the new prices are effective. These shall be sent to Boone County Purchasing, Attention: Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, MO 65201.
 - 2.7.3. It will be the Contractor's responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
 - 2.7.4. Any alterations in manufacturers' price list by individual Bidders may be basis for voiding the entire offer of such Bidder.
 - 2.7.5. Prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added to the bid prices.
 - 2.7.6. Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
 - 2.7.7. Price increases will only be allowed when the Contractor can prove, by published price lists, that manufacturer's prices have increased. Price increases may not be retroactive. In no circumstance may the jobber plus or minus percentage rate change.
 - 2.8. **Product Substitutions** – All product substitutions offered must be pre-approved by the Boone County Shop Superintendent in writing. The County reserves the right to request samples of any substitutes. These samples will be free of charge. Interpretation of "equal or better" will be determined at the sole discretion of the County.
 - 2.9. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
 - 2.10. **Warranty** – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
 - 2.11. **The following submittals shall be included with Bidder's response:**
 - a) Jobber sheets for each manufacturer offered. Any alterations in manufacturer's price list by individual Bidders may be basis for voiding the entire offer of such Bidder. Failure to submit price lists may result in rejection of bid.
 - b) Bidders may be requested to furnish samples of parts. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.
 - c) Contractor(s) shall provide current catalogs at time of award.
 - 2.12. **DESIGNEE** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Tom Bass Road, Columbia, Missouri 65201.
 - 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201, faxing to (573) 886-4390, or emailing to chaley@boonecountymo.org.
 - 2.13. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Bi-weekly stock orders **MUST BE DELIVERED** to: Boone County Public Works; 5551 Tom Bass Road; Columbia, MO 65201.
 - 2.14. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified as current County employees.
 - 2.15. **PAYMENT TERMS** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the vendor's bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate MONTHLY statement.
 - 2.16. **Award of Contract:** The County reserves the right to award to more than one (1) supplier.

Multiple awards **may** be made on the basis of a primary, secondary, and tertiary supplier.

- 2.17. **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.

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.

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Dana Carney, Fleet Contract Specialist

Name and Title of Authorized Representative

Dana Carney

Signature

4/20/2015

Date



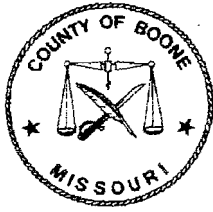
Boone County Purchasing
613 E. Ash, Room 109
Columbia, MO 65201

Standard Terms and Conditions

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

government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.**
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #2 - Issued April 23, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. Please can you send me last year's award tab?

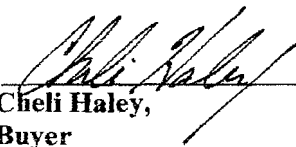
Response: The last Request for Bid for auto parts was released in 2012. To view this document and the Bid Tabulation, please go to our website at www.showmeboone.com. Navigate to the Purchasing page and select Bid Files 2012 on the left side of the page. The Bid Number you are seeking is 28-11JUN12. The Request for Bid can be found in the first column and the Bid Tabulation can be found in the second column. The five vendors listed on the Bid Tabulation were awarded the Bid.

b. Can you send me the quantities ordered last year?

Response: Not all order information is retained. The information from calendar year 2014 that was kept is included in this Addendum.

Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	2014 Quantity
LFP3000	Cummins	8.3L C-Series	1995	AC DELCO	4
LP5090	Detroit	DD13	2012	DONALDSON	19
LFP9025	IHC	DT570	2005	DONALDSON	8
PH820	Ford	4.6L	2001	FVP	7
PH44	Chevrolet	4.8L	2003	FVP	3
PH59	Chevrolet	4.8L	2001	AC DELCO	3
LFP4836	JD	672CH/D	2005+	DONALDSON	19
LFP5214	JD	672G	2009+	HASTINGS	10
PH2835	Ford	4.6L	2011+	FVP	13
Fuel Filters					
L9684F	IHC	DT570	2005	AC DELCO	5
L5091F	Detroit	DD13	2012	DONALDSON	1
L8557F	JD	672CH/D	2002	DONALDSON	9
L8563F	JD	672CH/D	2002	DONALDSON	9

G6593	Ford	4.6L	2003	AC DELCO	13
G481	Chevrolet	4.8L	2001	FVP	1
Air Filters					
AF1032A	Ford	4.6L	2001	AC DELCO	14
LAF9099	IHC	DT530	2003	AC DELCO	7
LAF1520	Chevrolet	6.6L Duramax	2005	AC DELCO	31
LAF4498	JD	672D	2007	AC DELCO	4
LAF5314	JD	672D	2007	DONALDSON	14
LAF8669	JD	672G	2009+	AC DELCO	11
LAF8670	JD	672G	2009+	AC DELCO	4
Hyd. Filters					
LFH8499				AC DELCO	0
LFH4204				AC DELCO	6
LFH5936				AC DELCO	0
HF6840 (Fleetguard)				AC DELCO	0
WINDSHIELD WIPERS					
Refills (Anco - contour style)			Mfg. Name	2014 Quantity	
31-22			ANCO	x	
30-22			ANCO	4	
Lamps (Wagner)					
Lamps					
H6024			SYLVANIA	2	
H6054			SYLVANIA	3	
H4651			SYLVANIA	0	
4537			SYLVANIA	0	
3157			SYLVANIA	3	
3156			SYLVANIA	0	
3057-NA			SYLVANIA	0	
912			SYLVANIA	10	
9007			SYLVANIA	3	
9006			SYLVANIA	0	
9005			SYLVANIA	1	
3157-SA			SYLVANIA	0	
4007			SYLVANIA	0	
4157			SYLVANIA	0	

By: 
Cheli Haley,
Buyer


OFFEROR has examined **Addendum #2** to Request for Bid# 24-29APR15 – *Auto Parts and Accessories Term and Supply*, receipt of which is hereby acknowledged:

Company Name: Factory Motor Parts

Address: 611 Big Bear Columbia MO 65207

Phone Number: 719-595-0237 Fax Number: 719-434-2417

E-mail: dcarney@fmppc.com

Authorized Representative Signature:  Date: 4/23/15

Authorized Representative Printed Name: Dana Carney



BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #1 - Issued April 22, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. **What's the estimated quantity for each line item?**

Response: Auto parts are not a planned purchase. Parts are ordered on an as needed basis, and the quantity of each item ordered varies from year to year.

b. **Do you accept equal alternative brands?**

Response: Yes.

c. **How many times a year do you typically place an order?**

Response: Auto part orders are made frequently and can sometimes be made up to three times daily for items not regularly stocked at Public Works. There are currently five vendors contracted with the County to provide auto parts. Not all vendors receive an order daily or monthly.

d. **What is the average order quantity?**

Response: The quantities of items included in a single order vary widely and can be as small as one item per order. In 2014, the County spent an approximate monthly average of \$2,300.00 on auto parts.

By:


Cheli Haley,
Buyer

OFFEROR has examined **Addendum #1** to Request for Bid# 24-29APR15 – *Auto Parts and Accessories Term and Supply*, receipt of which is hereby acknowledged:

Company Name: Factory Motor Parts

Address: 611 Big Bear Columbia, MO 65202

Phone Number: 719 599 6237 Fax Number: 719 434 2417

E-mail: d.carney@fmppco.com

Authorized Representative Signature: Dana Carney Date: 4/24/15

Authorized Representative Printed Name: Dana Carney



Request for Bid (Bid)

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

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymo.org

Bid Data

Bid Number: **24-29APR15**
Commodity Title: **Automotive Parts and Accessories Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 109
Columbia, MO 65201

Directions: The Boone County Annex Building is located on the Southeast corner at 7th St. and Ash St. Enter the building from the Southern Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **WEDNESDAY, APRIL 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Conference Room
613 E. Ash, Room 109
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Work Authorization Certification
Debarment 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 **July 1, 2015 through June 30, 2016, 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 and delivery of **Automotive Parts and Accessories** on an *as needed* basis as detailed in the following specifications.
 - 2.1.1. **Estimated Quantity** - The County estimates that approximately \$30,000.00 will be expended from the automotive parts and accessories line item of the 2015 Boone County Budget. The County anticipates a multi-vendor contract award for these products and cannot provide a minimum guaranteed quantity. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
 - 2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.
- 2.2. The unit prices for the items identified on the *Response Form* shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the *Response Form* shall not increase by more than the maximum percent proposed on the *Response Form*.
 - 2.2.1. If renewal percentages are not provided for the items listed on the *Response Form*, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT 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 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.
 - 2.5.2. All prices quoted must be prices for new merchandise, free from defects.
- 2.6. **Standard Automotive Parts and Accessories** - Section 4.7. on the *Response Form* lists standard automotive parts and accessories the County has identified as standard items to be purchased from this contract(s). The County’s purchases will not be limited to this list. Bidders shall price each item listed. Prices shall be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second and third renewal periods for these items.
- 2.7. **Catalog Discount Items** – Bidder must state jobber cost plus or minus percentage on all parts on the *Response Page*. Percentage discounts offered will remain firm for the duration of the contract and will apply to all parts sold to the County. Other items not specifically indicated, for which bidder may be distributor, will be supplied less the percentage discount noted on the *Response Page* from the noted manufacturer’s current Blue Sheet Jobber’s Published Price List.
 - 2.7.1. In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs. If prices decline, or should the Contractor at any time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to

- any one else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.
- 2.7.2. When the manufacturer's price list changes, the Contractor shall provide two copies of updated price lists before the new prices are effective. These shall be sent to Boone County Purchasing, Attention: Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, MO 65201.
 - 2.7.3. It will be the Contractor's responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
 - 2.7.4. Any alterations in manufacturers' price list by individual Bidders may be basis for voiding the entire offer of such Bidder.
 - 2.7.5. Prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added to the bid prices.
 - 2.7.6. Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
 - 2.7.7. Price increases will only be allowed when the Contractor can prove, by published price lists, that manufacturer's prices have increased. Price increases may not be retroactive. In no circumstance may the jobber plus or minus percentage rate change.
 - 2.8. **Product Substitutions** – All product substitutions offered must be pre-approved by the Boone County Shop Superintendent in writing. The County reserves the right to request samples of any substitutes. These samples will be free of charge. Interpretation of "equal or better" will be determined at the sole discretion of the County.
 - 2.9. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
 - 2.10. **Warranty** – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
 - 2.11. **The following submittals shall be included with Bidder's response:**
 - a) Jobber sheets for each manufacturer offered. Any alterations in manufacturer's price list by individual Bidders may be basis for voiding the entire offer of such Bidder. Failure to submit price lists may result in rejection of bid.
 - b) Bidders may be requested to furnish samples of parts. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.
 - c) Contractor(s) shall provide current catalogs at time of award.
 - 2.12. **DESIGNEE** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Tom Bass Road, Columbia, Missouri 65201.
 - 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201, faxing to (573) 886-4390, or emailing to chaley@boonecountymmo.org.
 - 2.13. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Bi-weekly stock orders **MUST BE DELIVERED** to: Boone County Public Works; 5551 Tom Bass Road; Columbia, MO 65201.
 - 2.14. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified as current County employees.
 - 2.15. **PAYMENT TERMS** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the vendor's bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an **accurate MONTHLY** statement.
 - 2.16. **Award of Contract:** The County reserves the right to award to more than one (1) supplier.

Multiple awards **may** be made on the basis of a primary, secondary, and tertiary supplier.

- 2.17. **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.

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. Email: _____

4.7. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.6.2. **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.

4.6.3. Authorized Representative (Sign By Hand):

_____ Date: _____

4.6.4. Print Name and Title of Authorized Representative

_____ Date: _____

4.6.5. Delivery Days After Receipt of Order: _____ Days

4.6.6. After Hours Contact (if available) for Emergency Orders:

Name: _____

Phone Number: _____

4.6.7. Describe Return Policy if Different from Requirements Stated in Bid:

4.6.8. Catalog Name: _____ Jobber +/- %: _____

4.6.9. All other parts will be sold to the County at jobber +/- _____ %

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

4.6.11. Maximum Percentage Increase for _____ % 1st Renewal _____ % 2nd Renewal

4.7. PRICING-STANDARD AUTOMOTIVE PARTS AND ACCESSORIES

Oil Filters, Fuel Filters, Air Filters (Luberfiner is current brand unless otherwise noted)									
	Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost	
4.7.1.	LFP3000	Cummins	8.3L C-Series	1995					
4.7.2.	LFP5090	Detroit	DD13	2012					
4.7.3.	LFP6043	Paccar	MX13C	2015					
4.7.4.	PH500	Ford	3.7L	2014					
4.7.5.	PH48	Chevrolet	5.3L	2009					
4.7.6.	LFP5214	John Deere	672G	2009-15					
4.7.7.	LFP4836	John Deere	6125M	2014					
	Fuel Filters								
4.7.8.	L5091F	Detroit	DD13	2012					
4.7.9.	LFF6963	John Deere	672G	2009-15					
4.7.10.	LFF6964	John Deere	672G	2009-15					
4.7.11.	G6593	Ford	4.6L	2003					
4.7.12.	L5467FNXL	Paccar	MX13	2015					
	Air Filters								
4.7.13.	AF2884	Ford	3.7L	2014					
4.7.14.	LAF6986	Kenworth	MX13	2015					
4.7.15.	LAF1519	Chevrolet	5.3L	2009					
4.7.16.	LAF8669	John Deere	672G	2009-15					
	Hyd. Filters								
4.7.17.	AT335492	John Deere	672G	2009-15					
4.7.18.	AT367840	John Deere	672G	2009-15					
4.7.19.	SUB-TOTAL (Oil Filters, Fuel Filters, Air Filters)								

<u>Brakes-Part I</u>								
	Brake Shoes/Pads (Raybestos)	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost
4.7.20.	GPD1611A(Front)	Ford	Interceptor	2014				
4.7.21.	GPD1612(Rear)	Ford	Interceptor	2014				
4.7.22.	3U2Z2V001BA(Front)	Ford	Crown Vic 4.6L	2008				
4.7.23.	4U2Z2V200AB(Rear)	Ford	Crown Vic 4.6L	2008				
<u>Rotors/Drums (Raybestos)</u>								
4.7.24.	PR54188(Front)	Ford	Interceptor	2014				
4.7.25.	PR54189(Rear)	Ford	Interceptor	2014				
4.7.26.	SUB-TOTAL (Brakes-Part I)							
<u>Brakes-Part II (Heavy Truck)</u>								
	Drums	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	Net Cost
4.7.27.	107193 (Balanced)	Freightliner	114SD	2012-14	Conmet			
4.7.28.	3600AX (Balanced) (Qty 16/order)	Freightliner	114SD	2012-14				
<u>Air Brake Chambers/Spring Brake MGM (OEM)</u>								
4.7.29.	Type 30-30 Long Stroke w/Welded Yoke	Freightliner/Paccar	All Trucks	2012-15	MGM - 3232951			
<u>Brake Shoe Kits w/Hardware</u>								
4.7.30.	XK2124715QP	Freightliner	114SD	2012-14				
4.7.31.	4707DQ23 Q+ (Qty 16/order)	Freightliner	114SD	2012-14				
4.7.32.	SUB-TOTAL (Brakes-Part II Heavy Truck)							
<u>Windshield Wipers</u>								
	Blades				Mfg. Name	Price List ID	Price	Net Cost
4.7.33.	SP16 (Profile)							
4.7.34.	SP20 (Profile)							
4.7.35.	SP22 (Profile)							
4.7.36.	SP24 (Profile)							
4.7.37.	31-22				ANCO			
4.7.38.	30-22				ANCO			
4.7.39.	30-20				ANCO			
4.7.40.	31-20				ANCO			
4.7.41.	31-24				ANCO			

4.7.42.	SUB-TOTAL (Windshield Wipers)							
	Lamps (Wagner)							
	Lamps				Mfg. Name	Price List ID	Price	Net Cost
4.7.43.	H6024							
4.7.44.	H6054							
4.7.45.	H4651							
4.7.46.	3357							
4.7.47.	3157							
4.7.48.	3156							
4.7.49.	3157-NA							
4.7.50.	9012							
4.7.51.	9007							
4.7.52.	9006							
4.7.53.	9005							
4.7.54.	9003							
4.7.55.	4007							
4.7.56.	4157							
	Tail Light (Peterson)							
4.7.57.	420R (Oval LED)							
4.7.58.	417R (Round LED)							
	Marker Light							
4.7.59.	V162KR (Round 2 1/2" LED w/Plug & Grommet)							
4.7.60.	V162KA (Round 2 1/2" LED w/Plug & Grommet)							
	Strobe Light							
4.7.61.	423SA-1 (Oval LED)							
4.7.62.	SUB-TOTAL (Lamps)							
	Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Winter De-Icer Type							
	Washer Fluid				Mfg. Name	Price List ID	Price	Net Cost
4.7.63.								
4.7.64.	SUB-TOTAL							
	Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer							
	Washer Fluid				Mfg. Name	Price List ID	Price	Net Cost
4.7.65.								
4.7.66.	SUB-TOTAL							
	Brake Cleaner 3M (per 14 oz. can minimum)							
					Mfg. Name	Price List ID	Price	Net Cost
4.7.67.								
4.7.90.	SUB-TOTAL							
4.8.	GRAND TOTAL ALL SUPPLIES (4.7.19+4.7.26+4.7.32+4.7.42+4.7.62+4.7.64+4.7.66+4.7.90)							

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

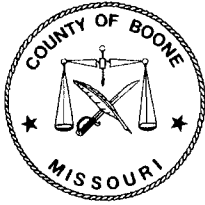


Standard Terms and Conditions

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

government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Request for Bid (Bid)

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

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: chaley@boonecountymo.org

“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: 24-29APR15 – Automotive Parts And Accessories Term & Supply

Business Name: _____

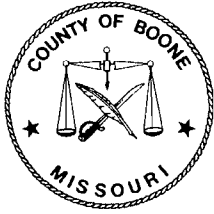
Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #1 - Issued May 27, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should be acknowledged** and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. What's the estimated quantity for each line item?

Response: Auto parts are not a planned purchase. Parts are ordered on an as needed basis, and the quantity of each item ordered varies from year to year.

b. Do you accept equal alternative brands?

Response: Yes.

c. How many times a year do you typically place an order?

Response: Auto part orders are made frequently and can sometimes be made up to three times daily for items not regularly stocked at Public Works. There are currently five vendors contracted with the County to provide auto parts. Not all vendors receive an order daily or monthly.

d. What is the average order quantity?

Response: The quantities of items included in a single order vary widely and can be as small as one item per order. In 2014, the County spent an approximate monthly average of \$2,300.00 on auto parts.

By: _____
Cheli Haley,
Buyer

OFFEROR has examined **Addendum #1** to Request for Bid# 24-29APR15 – *Auto Parts and Accessories Term and Supply*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 24-29APR15 – Auto Parts and Accessories Term and Supply

ADDENDUM #2 - Issued May 27, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum ***should be acknowledged*** and submitted with Offeror's *Response Form*.

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

1) The County received the following questions and is providing a response:

a. Please can you send me last year's award tab?

Response: The last Request for Bid for auto parts was released in 2012. To view this document and the Bid Tabulation, please go to our website at www.showmeboone.com. Navigate to the Purchasing page and select Bid Files 2012 on the left side of the page. The Bid Number you are seeking is 28-11JUN12. The Request for Bid can be found in the first column and the Bid Tabulation can be found in the second column. The five vendors listed on the Bid Tabulation were awarded the Bid.

b. Can you send me the quantities ordered last year?

Response: Not all order information is retained. The information from calendar year 2014 that was kept is included in this Addendum.

Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	2014 Quantity
LFP3000	Cummins	8.3L C-Series	1995	AC DELCO	4
LP5090	Detroit	DD13	2012	DONALDSON	19
LFP9025	IHC	DT570	2005	DONALDSON	8
PH820	Ford	4.6L	2001	FVP	7
PH44	Chevrolet	4.8L	2003	FVP	3
PH59	Chevrolet	4.8L	2001	AC DELCO	3
LFP4836	JD	672CH/D	2005+	DONALDSON	19
LFP5214	JD	672G	2009+	HASTINGS	10
PH2835	Ford	4.6L	2011+	FVP	13
Fuel Filters					
L9684F	IHC	DT570	2005	AC DELCO	5
L5091F	Detroit	DD13	2012	DONALDSON	1
L8557F	JD	672CH/D	2002	DONALDSON	9
L8563F	JD	672CH/D	2002	DONALDSON	9

G6593	Ford	4.6L	2003	AC DELCO	13
G481	Chevrolet	4.8L	2001	FVP	1
Air Filters					
AF1032A	Ford	4.6L	2001	AC DELCO	14
LAF9099	IHC	DT530	2003	AC DELCO	7
LAF1520	Chevrolet	6.6L Duramax	2005	AC DELCO	31
LAF4498	JD	672D	2007	AC DELCO	4
LAF5314	JD	672D	2007	DONALDSON	14
LAF8669	JD	672G	2009+	AC DELCO	11
LAF8670	JD	672G	2009+	AC DELCO	4
Hyd. Filters					
LFH8499				AC DELCO	0
LFH4204				AC DELCO	6
LFH5936				AC DELCO	0
HF6840 (Fleetguard)				AC DELCO	0
WINDSHIELD WIPERS					
Refills (Anco – contour style)				Mfg. Name	2014 Quantity
31-22				ANCO	x
30-22				ANCO	4
Lamps (Wagner)					
Lamps					
H6024				SYLVANIA	2
H6054				SYLVANIA	3
H4651				SYLVANIA	0
4537				SYLVANIA	0
3157				SYLVANIA	3
3156				SYLVANIA	0
3057-NA				SYLVANIA	0
912				SYLVANIA	10
9007				SYLVANIA	3
9006				SYLVANIA	0
9005				SYLVANIA	1
3157-SA				SYLVANIA	0
4007				SYLVANIA	0
4157				SYLVANIA	0

By: _____
Cheli Haley,
Buyer

OFFEROR has examined **Addendum #2** to Request for Bid# 24-29APR15 – *Auto Parts and Accessories Term and Supply*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 25th day of June 20 15

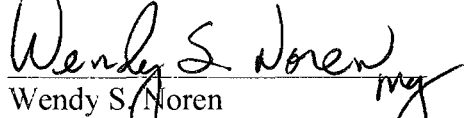
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve Sole Source Contract 119-033115SS for the purchase of Law Enforcement Investigative Equipment.

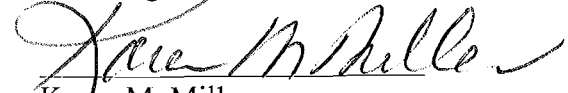
It is further ordered the Presiding Commissioner is hereby authorized to sign said Sole Source Fact Sheet.

Done this 25th day of June, 2015

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Elizabeth Sanders, CPPB
DATE: June 19, 2015
RE: 1st Reading - Sole Source Approval – 119-033115SS – Law Enforcement
Investigative Equipment

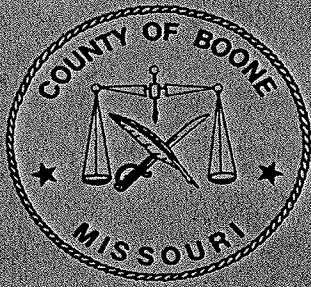
Attached for signature and approval is a Sole Source Request Form from the Boone County Sheriff Department for the purchase law enforcement investigation equipment. The records are closed pursuant to RSMo Section 610.100.3.

A purchase requisition has been submitted for the purchase of this equipment for a total purchase cost of \$8,040.00. This purchase will be paid from Department 2534 (Local Law Enf Block Grant FYx4), Account 91300 (Machinery and Equipment).

The intent to purchase as sole source was advertised in the Missourian on January 25, 2015 and Tribune on January 26, 2015.

ATT Sole Source Request

cc: Captain Chad Martin, Sheriff Dept
Sole Source File



CHARLES J. DYKHOUSE
BOONE COUNTY COUNSELOR
801 E. WALNUT, SUITE 211
COLUMBIA, MISSOURI 65201
TELEPHONE (573) 886-4414
FAX (573) 886-4413

The attached information is a **CLOSED RECORD**. This is being furnished so other officials can effectuate their statutory obligations and is not intended to make this an open record.

This record is **CLOSED** pursuant to RSMo Sec. 610.100.3 as the disclosure of the same would disclose techniques, procedures, or guidelines for law enforcement investigations.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the 25th day of June 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached extension agreement and extension of the Letter of Credit No. 0151886-0299 between the County of Boone and Tompkins Homes and Development. The terms of the agreement are stipulated in the attached extension agreement. It is furthered ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 25th day of June, 2015.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT
\$67,076.00 Letter of Credit – Whitworth Hills

THIS AGREEMENT, effective June 27, 2015, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and Tompkins Homes and Development, herein “Tompkins.”

WHEREAS, Tompkins is constructing a subdivision, Whitworth Hills, herein “Project”; and

WHEREAS, Boone County National Bank has issued an Irrevocable Letter of Credit to the County on behalf of Tompkins, dated June 27, 2013, in the amount of \$67,076.00 to secure stormwater improvements associated with the development; and

WHEREAS, said Stormwater Erosion and Sediment Control Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on June 27, 2015; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to June 27, 2016.

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

1. Commission Order 269-2014 and the Stormwater Erosion and Sediment Control Security Agreement dated July 1, 2013, approving infrastructure security in the form of a letter of credit in the amount of \$67,076.00, with an expiration date of June 27, 2015, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the June 27, 2013 Letter of Credit such that the new expiration date will be June 27, 2016.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated July 1, 2013, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.

TOMPKINS HOMES & DEVELOPMENT:

By:



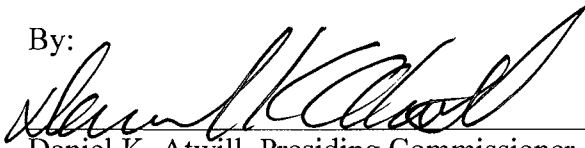
Printed Name: Mike Tompkins

Title: President

BOONE COUNTY:


Commission Order: 269-2014

By:



Daniel K. Atwill, Presiding Commissioner

ATTEST:



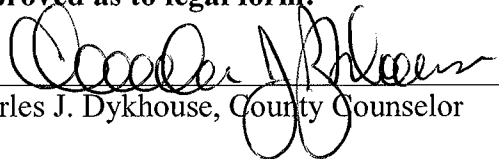
Wendy S. Noren, County Clerk

APPROVED BY:



Stan Shawver, Director
Boone County Resource Management

Approved as to legal form:



Charles J. Dykhous, County Counselor

Boone County National Bank



AMENDMENT #1 TO IRREVOCABLE LETTER OF CREDIT NO. 0151886-0299

May 15, 2014

County of Boone
Attn: Director, Resource Management
801 E Walnut St, Room. 315
Columbia, MO 65201

Ladies and Gentlemen,

As advised by Mike Tompkins on behalf of Tompkins Homes and Development, Inc., we hereby amend our Letter of Credit #0151886-0299 as follows:

Effective with this amendment:

- The final expiry date has been extended until June 27, 2015.

All other terms and conditions remain unchanged.

Sincerely,

Dawn R. Shellabarger
Assistant Vice President

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 14

County of Boone

} ea.

In the County Commission of said county, on the 3rd day of June 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached extension agreement and extension of the Letter of Credit No. 0151886-0299 between the County of Boone and Tompkins Homes and Development. The terms of the agreement are stipulated in the attached extension agreement. It is furthered ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 3rd day of June, 2014.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT
\$67,076.00 Letter of Credit – Whitworth Hills

THIS AGREEMENT, effective May 12, 2014, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and Tompkins Homes and Development, herein “Tompkins.”

WHEREAS, Tompkins is constructing a subdivision, Whitworth Hills, herein “Project”;
and

WHEREAS, Boone County National Bank has issued an Irrevocable Letter of Credit to the County on behalf of Tompkins, dated June 27, 2013, in the amount of \$67,076.00 to secure stormwater improvements associated with the development; and

WHEREAS, said Stormwater Erosion and Sediment Control Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on June 27, 2014; and


WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to June 27, 2015.

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

1. Commission Order 313-2013 and the Stormwater Erosion and Sediment Control Security Agreement dated July 1, 2013, approving infrastructure security in the form of a letter of credit in the amount of \$67,076.00, with an expiration date of June 27, 2014, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the June 27, 2013 Letter of Credit such that the new expiration date will be June 27, 2015.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated July 1, 2013, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.

TOMPKINS HOMES & DEVELOPMENT:

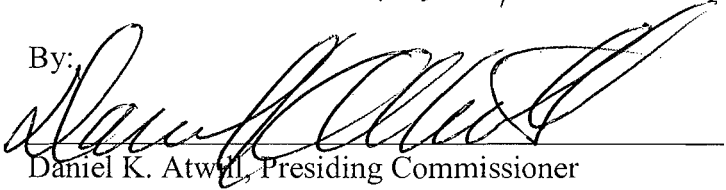
By: 

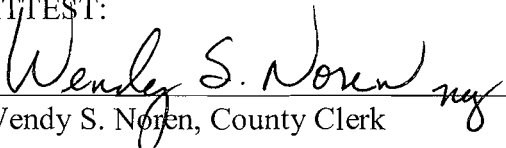
Printed Name: Mike Tompkins

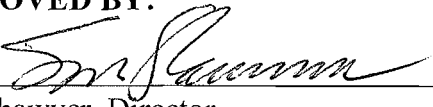
Title: President

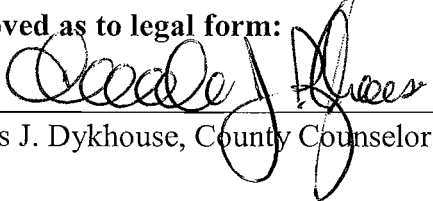
BOONE COUNTY:

Commission Order: 269-2014

By: 
Daniel K. Atwill, Presiding Commissioner

ATTEST:

Wendy S. Noren, County Clerk

APPROVED BY:

Stan Shawver, Director
Boone County Resource Management

Approved as to legal form:

Charles J. Dykhous, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 11th day of July 20 13

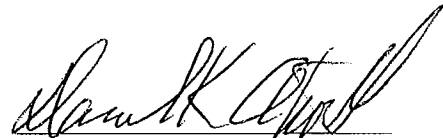
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the attached Stormwater Erosion and Sediment Control Security Agreement and Letter of Credit for Whitworth Hills. It is further ordered the Presiding Commissioner is hereby authorized to sign said Security Agreement.

Done this 11th day of July, 2013.

ATTEST:

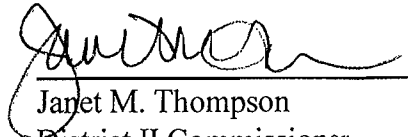
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: July 1, 2013

Developer/Owner Name: Tompkins Homes & Development
Address: 6000 S. Hwy KK Columbia, MO 65203

Development: Whitworth Hills

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

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

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8, in Chapter 28 of the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Whitworth Hills. The SWPPP and ESC was prepared by Crockett Engineering Consultants on April 2, 2013.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 27th of June, 2014, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$67,076.00, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

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

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by FDIC insured bank for a term of xx months.
- Corporate surety bond issued to Boone County, Missouri

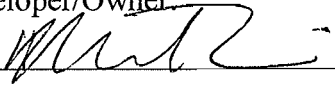
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the letter of credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to June 27, 2014, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the letter of credit can be released to Developer. If no written proof has been provided to the financial institution issuing the letter of credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on June 27, 2014, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the letter of credit to the account then-designated by the Boone County Treasurer. If the total sum of the letter of credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

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

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: 

Printed Name: Mike Tompkins

Title: President

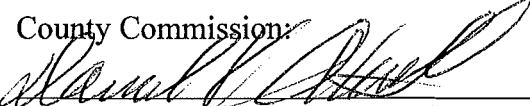
BOONE COUNTY, MISSOURI:

Department of Resource Management



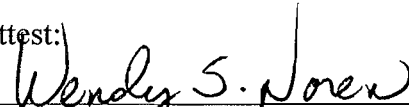
Stan Shawver, Director Resource Management

County Commission:



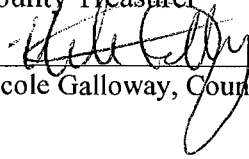
Daniel K. Atwill, Presiding Commissioner

Attest:



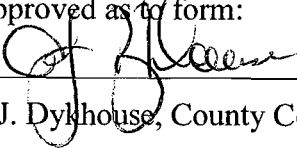
Wendy S. Noren, Boone County Clerk *mg*

County Treasurer



Nicole Galloway, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor

Boone County National Bank



IRREVOCABLE LETTER OF CREDIT

NO. 151886-0299

DATE: June 27, 2013

Amount: \$67,076.00

County of Boone
Attn: Director, Resource Management
801 E Walnut St, Rm. 315
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on the **Boone County National Bank** for the account of the Developer/Owner Tompkins Homes and Development, Inc., up to an aggregate amount of \$67,076.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Boone County National Bank** Letter of Credit #151886-0299 Dated 06/27/13."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before June 27, 2014, provided further that upon such expiration, either at June 27, 2014, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Boone County National Bank** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in

substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600. However, if this Credit contains a drawing schedule or a schedule of availability, then Article 32 of the UCP is hereby expressly deleted. In addition, if this Letter of Credit expires during the interruption of business as described in Article 36 we hereby specifically agree to effect payment if this letter of Credit is drawn against within thirty (30) days after resumption of business.

Sincerely yours,

By: 
Dawn Shellabarger, Assistant Vice President

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 25th day of June 20 15

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 grant application by the Sheriff's Department for the State Cyber Crime Grant.

Done this 25th day of June, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Missouri Department of Public Safety

Application

52747 - 2016 SCCG

52798 - Boone County Sheriff's Department Cyber Crimes Task Force

State Cyber Crime Grant (SCCG)

Status: Editing

Submitted Date:

Primary Contact

Name:*	Detective	Tracy	Perkins
	<small>Title</small>	<small>First Name</small>	<small>Last Name</small>
Job Title:	Detective		
Email:	TWest@boonecountymo.org		
Mailing Address:	2121 County Drive		
Street Address 1:			
Street Address 2:			
*	Columbia	Missouri	65202
	<small>City</small>	<small>State/Province</small>	<small>Postal Code/Zip</small>
Phone:*	573-442-4598		<small>Ext.</small>
Fax:	573-442-4966		

Organization Information

Applicant Agency:	Boone County, Cyber Task Force
Organization Type:	Government
Federal Tax ID#:	436000349
DUNS #:	182739177

CCR Code:

Valid Until Date

Organization Website:

www.showmeboone.com

Mailing Address:

801 E. Walnut Street

Street Address 1:

Street Address 2:

City*

Columbia

Missouri

65201

7732

City

State/Province

Postal Code/Zip

+ 4

County:

Boone

Congressional District:

04

Phone:*

573-886-4305

Ext.

Fax:

573-886-4311

Contact Information

Authorized Official

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract. Refer to the above mentioned Grant Solicitation for further instructions.

Name:*

Mr.

Daniel

Atwill

Title

First Name

Last Name

Job Title:

Presiding Commissioner

Agency:

Boone County Commission

Mailing Address:

801 East Walnut Street

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:*

Columbia

Missouri

65201

City

State

Zip

Email:

datwill@boonecountymo.org

Phone:*

573-886-4305

Ext.

Fax:

573-886-4311

Project Director

The Project Director is the individual that will have direct oversight of the proposed project. Refer to the above mentioned Grant Solicitation for further instructions.

Name:* Sheriff Dwayne Carey
Title First Name Last Name

Job Title: Sheriff

Agency: Boone County Sheriff's Department

Mailing Address: 2121 County Drive

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:* Columbia Missouri 65202
City State Zip

Email: dcarey@boonecountymo.org

Phone:* 573-875-1111 6219
Ext.

Fax: 573-874-8953

Fiscal Officer

The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level. Refer to the above mentioned Grant Solicitation for further instructions.

Name:* Mrs. Kay Murray
Title First Name Last Name

Job Title: Intrim County Treasurer

Agency: Boone County Treasurer's Office

Mailing Address: 801 East Walnut Street

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:* Columbia Missouri 65201
City State Zip

Email: kmurray@boonecountymo.org

Phone:* 573-886-4367
Ext.

Fax: 573-886-4369

Officer in Charge

The Officer in Charge is the individual that will act as the supervisor or commander of the proposed project.

Name:* Detective Tracy Perkins
Title First Name Last Name

Job Title: Task Force Coordinator
Agency: Boone County Sheriff's Department
Mailing Address: 2121 County Drive

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1:

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:

City/State/Zip:* Columbia Missouri 65202
City State Zip

Email: twest@boonecountymo.org

Phone:* 573-442-4598
Ext.

Fax: 573-442-4966

Project Summary

Application Type: Continuation
Current Contract Number(s): 2016-SCCG-001
Program Category: Law Enforcement
Project Type: Regional

Geographic Area: Boone County, including the cities of Columbia, Centralia, Ashland, Sturgeon, Hartsburg, Rocheport, Hallsville, and Harrisburg. Other Counties include Audrain, Callaway, Cole, Cooper, Howard, and Randolph. The largest cities in these counties are Mexico, Fulton, Jefferson City, Boonville, Fayette, and Moberly respectively. Located in Central Missouri.

The major focus of the Boone County Sheriff's Department Cyber Crimes Task Force is the detection and investigation of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children for prostitution, cyber bullying, obscenity directed towards minors, and other crimes perpetrated through the use of computers, the Internet, or other electronic media.

Brief Summary:

The Task Force also provides forensic examinations of computers and other electronic media to law enforcement agencies and prosecuting attorneys in the Mid-Missouri area. To improve public safety, investigators assigned to this Task Force participate in a public awareness and education program to educate schools, parents, the community and other law enforcement agencies about the dangers of the Internet. These programs also serve to educate the public on methods to reduce the likelihood of becoming a victim of Internet crime. Primarily these programs are provided to public, private schools, parent organizations, civic groups, religious organizations, local media, and other group meetings.

Program Income Generated:

Yes

Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Funding Requested	Total Cost
Andy Evans (June 2015 to Dec 2015)	Detective	Retained	FT	\$1,875.20	15.0	100.0	\$28,128.00
Andy Evans (Jan 2016 to May 2016)	Detective	Retained	FT	\$1,968.96	11.0	100.0	\$21,658.56
Cody Bounds (Jan 2016 to May 2016)	Detective	Retained	FT	\$1,968.96	11.0	100.0	\$21,658.56
Cody Bounds (June 2015 to Dec 2015)	Detective	Retained	FT	\$1,875.20	15.0	100.0	\$28,128.00
							\$99,573.12

Personnel Justification

Personnel Justification

If personnel is not included in the budget, skip this section.

If personnel is included in the budget, provide the following justification for each position (preferably in the same order as the position is listed in the budget category):

*If the position is **new (created)**:*

Andrew Evans has been a certified law enforcement officer for 13 years and been with the Boone County for 11 years. Evans was assigned to the Task Force in July 2014. Detective Evans primary responsibility is to handle reactive and proactive investigations involving crimes against children through the Internet. Additional duties is to conduct surveillance details, testify in State and Federal criminal proceedings, obtain and serve search warrants, prepare and participate in public awareness and education programs and attend any additional training for his position. In 2015, Detective Evans attended the ICAC Investigative Techniques and Undercover training courses. The courses will assist Evans in his current position. This grant will retain this position. On January 1, 2016 all Boone County employees are subject to a 4% increase in wages.

Cody Bounds has been a certified law enforcement officer for 5 years and has been with Boone County for 4 years. Deputy Bounds was assigned to the Task Force June 1, 2014. Prior to Detective Bounds hire with the Task Force he had completed a certification in Comp TIA A+ Hardware and Software. Since June 2014, Detective Bounds has completed 246 hours in forensics training, to include All Access Online Pass, FTK AccessData Bootcamp and a certified Cellebrite examiner. Detective Bounds primary responsibility is forensic examinations of electronic evidence. Bounds will occasionally investigate Internet crime complaints, testify in State and Federal criminal proceedings, obtain search warrants and prepare evidence for court and attend further training for his position. This grant will retain this position. On January 1, 2016 all Boone County employees are subject to a 4% increase in wages.

Personnel Benefits

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
Dental Insurance	Dental Insurance (June 2015 to Dec 2015)	\$38.46	15.0	100.0	\$576.90
Dental Insurance	Dental Insurance (Jan. 2016 to May 2016)	\$48.08	11.0	100.0	\$528.88
					\$1,105.78
FICA/Medicare	FICA/Medicare	\$99,573.12	0.0765	100.0	\$7,617.34
					\$7,617.34
Life Insurance	Life Insurance (June 2015 to Dec. 2015)	\$3.70	15.0	100.0	\$55.50
Life Insurance	Life Insurance (Jan. 2016 to May 2016)	\$3.89	11.0	100.0	\$42.79
					\$98.29
Long-Term Disability	Long-Term Disability (Jan 2016 to June 2016)	\$43,317.12	0.0040	100.0	\$173.27
Long-Term Disability	Long-Term Disability (June 2015 to Dec 2015)	\$56,256.00	0.0038	100.0	\$213.77
					\$387.04
Medical Insurance	Medical Insurance- (June 2015 to Dec. 2015)	\$410.54	15.0	100.0	\$6,158.10
Medical Insurance	Medical Insurance- (Jan. 2016 to May 2016)	\$513.18	11.0	100.0	\$5,644.98
					\$11,803.08
Pension/Retirement	Pension 401 (A) Match	\$25.00	26.0	100.0	\$650.00
					\$650.00

Workers Comp	Workers Comp- (June 2015 to Dec. 2015)	\$56,256.00	0.033	100.0	\$1,856.45
Workers Comp	Workers Comp (Jan 2016 to May 2016)	\$43,317.12	0.0347	100.0	\$1,503.10
					\$3,359.55
					\$25,021.08

Personnel Benefits Justification

Benefits Justification

If personnel benefits are not included in the budget, skip this section.

If personnel benefits are included in the budget, provide justification for each fringe benefit (preferably in the same order as the cost is listed in the budget category) to identify the cost and why it is needed.

If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

All benefits paid to Task Force members are determined by calculations provided by Boone County. Cody Bounds and Andrew Evans' benefits are the same as those paid to all employees of Boone County.

Dental Insurance is insurance to pay basic dental care for each employee. The current cost is a bi-weekly premium of \$19.23 per employee. On January 1, 2016, Dental Insurance is projected to increase by 25%.

FICA/Medicare is payments to the U.S. government for Medicare insurance at a rate of 7.65% of salary.

Life Insurance is insurance paid for each Boone County employee. The current cost is a bi-weekly premium of \$1.85 per employee. On January 1, 2016 the Life Insurance rate is projected to increase to \$1.90 per employee, a 5% increase.

Long-Term Disability is insurance to pay for long term disability in case an employee is disabled for an extended period. The 2015 rate is 0.38% of salary. The 2016 projected rate is .40% of salary, a 5% increase.

Medical Insurance is health insurance paid for each employee. The current cost is a bi-weekly premium of \$205.27 per employee. On January 1, 2016, Medical Insurance bi-weekly premium rates are projected to increase by 25%.

Pension/Retirement is the county's portion of payments made to the employee's 401(A). The current cost is a bi-weekly premium of \$25.00 per employee. Cody Bounds has opted out of the pension match. This will cover Andy Evans only.

Workers Compensation is paid in case the employee is injured on the job. The 2015 current rate is 3.30% of salary. The 2016 projected rate is 3.47% of salary, a 5% increase.

Personnel Overtime

Name	Title	Hourly Overtime Pay	Hours on Project	% of Funding Requested	Total Cost
Andy Evan (January 2016 to May 2016)	Detective	\$36.57	40.0	100.0	\$1,462.80
Andy Evans (June 2015 to Dec. 2015)	Detective	\$35.16	40.0	100.0	\$1,406.40
Cody Bound (June 2015 to Dec. 2015)	Detective	\$35.16	40.0	100.0	\$1,406.40
Cody Bounds (Jan. 2016 to May 2016)	Detective	\$36.57	40.0	100.0	\$1,462.80
Tracy Perkins (June 2015 to Dec 2015)	Detective	\$38.12	40.0	100.0	\$1,524.80
Tracy Perkins (Jan. 2016 to May 2016)	Detective	\$39.65	40.0	100.0	\$1,586.00
					\$8,849.20

Personnel Overtime Justification

Overtime Justification

If overtime is not included in the budget, skip this section.

If overtime is included in the budget, provide the following justification:

Overtime is based on hours worked during the 2014/2015 calendar year. Overtime is being sought for Andy Evans and Cody Bounds who are being retained by this grant and Tracy Perkins who is assigned full-time to the Task Force by the Boone County Sheriff's Department. Overtime will be used as needed and may vary in specific hours.

This overtime is calculated at an average of 3 hours of overtime per week for full time investigators. Between June 1, 2014 and May 31, 2015 the Task Force conducted 99 investigations, over 80 forensic examinations, served 86 search warrants and conducted over 20 presentations. The Task Force members have also appeared in several Grand Juries and sentencing hearings, both State and Federal courts. With court appearances, search warrants, knock and talks, and presentations mostly occurring during normal business hours causes investigators to fall behind on incoming and current cases. Overtime is needed to pay for investigators to help maintain their case load, along with adding some hours to work more proactive investigations. Without overtime funding, these accomplishments will be dramatically reduced.

Andy Evans - Detective Evans was assigned to the Task Force in July 2014, and has been actively working investigations involving the exploitation of children for the past year. The Task Force would like Evans to focus more hours to work proactive investigations, but is limited hours because of the events Detective Evans perform are during day hours. Additionally, this investigator conducts reactive and proactive investigations, testifies in state and federal criminal proceedings, obtains and serves search warrants, conducts knock and talks, prepares and presents public awareness and educations programs. The Task Force is requesting 80 hours for this grant period.

Tracy Perkins is a certified law enforcement officer with 22 years of law enforcement experience. Detective Perkins has over 600 hours in specialized training in the investigations involving crimes against children. Detective Perkins is working on her certification in cell phone forensics. Detective Perkins is the coordinator of the Task Force and therefore is responsible for the day-to-day operations of the Task Force. Additionally, this investigator conducts reactive and proactive investigations, testifies in state and federal criminal proceedings, obtains and serves search warrants, conducts knock and talks, prepares and presents public awareness and educations programs. The Task Force is requesting 80 hours for this grant period.

Cody Bounds- Detective Bounds was assigned to the Task Force in June 2014, as the sole full-time forensic examiner for the Task Force. Since Detective Bounds hire he has completed over 240 hours in forensic training hours in this field. The Task Force is continuously collecting digital evidence referenece Task Force investigations. Currently, forensics is 3 to 4 months behind on examinations. Additionally, Detective Bounds testifies in state and federal criminal proceedings, helps serve search warrants, assists with knock and talks, and prepares and presents public awareness and educations programs. The Task Force is requesting 80 hours for this grant period.

Personnel Overtime Benefits

Category	Item	Overtime/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
FICA/Medicare	FICA/Medicare	\$8,849.20	0.0765	100.0	\$676.96
					\$676.96
Workers Comp	Workers Comp (June 2015 to Dec 2015)	\$4,337.60	0.033	100.0	\$143.14
Workers Comp	Workers Comp (Jan 2016 to May 2016)	\$4,511.60	0.0347	100.0	\$156.55
					\$299.69
					\$976.65

Personnel Overtime Benefits Justification

Overtime Benefits Justification

If overtime benefits are not included in the budget, skip this section.

If overtime benefits are included in the budget, provide justification for each fringe benefit (preferably in the same order as the cost is listed in the budget category) to identify the cost and why it is needed.

If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

FICA/Medicare is payments to the U.S. government for Medicare insurance at a rate of 7.65% of salary.

Workers Compensation is paid in case the employee is injured on the job. The 2015 current rate is 3.30% of salary. The 2016 projected rate is 3.47% of salary, a 5% increase.

On January 1, 2016, all Boone County employees are subject to a 4% increase in wages.

Travel/Training

Category	Item	Unit Cost	Duration	Number	% of Funding Requested	Total Cost
Airfare/Baggage	Basic Computer Forensics Examiner- Airport	\$500.00	1.0	1.0	100.0	\$500.00
Airport Parking	Basic Computer Forensics Examiner- Airport Parking	\$8.00	13.0	1.0	100.0	\$104.00
Airfare/Baggage	Basic Computer Forensics Examiner- Baggage	\$50.00	1.0	1.0	100.0	\$50.00
Fuel	Basic Computer Forensics Examiner- Fuel	\$50.00	1.0	1.0	100.0	\$50.00
Lodging	Basic Computer Forensics Examiner- Lodging	\$133.00	12.0	1.0	100.0	\$1,596.00
Meals	Basic Computer Forensics Examiner- Meal	\$30.00	13.0	1.0	100.0	\$390.00
Registration Fee	Basic Computer Forensics Examiner- Registration	\$2,795.00	1.0	1.0	100.0	\$2,795.00
Rental Car	Basic Computer Forensics Examiner- Rental Car	\$500.00	1.0	1.0	100.0	\$500.00

Registration Fee	Cellebrite Certified Logical Operator (CLO) Course-Online Fee	\$1,295.00	2.0	1.0	100.0	\$2,590.00
Registration Fee	Cellebrite Mobile Forensic Fundamentals (CMFF) Online Course-Registration	\$695.00	1.0	1.0	100.0	\$695.00
Meals	Freenet Investigator Training-Meals	\$66.00	4.0	2.0	100.0	\$528.00
Lodging	Freenet Investigator Training-Lodging	\$130.00	3.0	2.0	100.0	\$780.00
Airfare/Baggage	ICAC Online Ads- Airfare	\$500.00	1.0	1.0	100.0	\$500.00
Airport Parking	ICAC Online Ads- Airport Parking	\$8.00	5.0	1.0	100.0	\$40.00
Fuel	ICAC Online Ads- Fuel	\$60.00	1.0	1.0	100.0	\$60.00
Hotel Parking	ICAC Online Ads- Hotel Parking	\$12.00	4.0	1.0	100.0	\$48.00
Lodging	ICAC Online Ads- Lodging	\$107.27	4.0	1.0	100.0	\$429.08
Meals	ICAC Online Ads- Meals	\$35.00	5.0	1.0	100.0	\$175.00
Rental Car	ICAC Online Ads- Rental Car	\$220.00	1.0	1.0	100.0	\$220.00
Meals	Interviewing and Understanding Sexual Deviant Behavior - Meals	\$45.00	4.0	1.0	100.0	\$180.00

Airfare/Baggage	Interviewing and Understanding Sexual Deviant Behavior - Airfare	\$500.00	1.0	1.0	100.0	\$500.00
Airport Parking	Interviewing and Understanding Sexual Deviant Behavior - Airport Parking	\$8.00	4.0	1.0	100.0	\$32.00
Lodging	Interviewing and Understanding Sexual Deviant Behavior - Lodging	\$89.27	3.0	1.0	100.0	\$267.81
Registration Fee	Interviewing and Understanding Sexual Deviant Behavior - Registration	\$295.00	1.0	1.0	100.0	\$295.00
Rental Car	Interviewing and Understanding Sexual Deviant Behavior - Rental Car	\$220.00	1.0	1.0	100.0	\$220.00
Fuel	Interviewing and Understanding Sexual Deviant Behavior Fuel	\$60.00	1.0	1.0	100.0	\$60.00
Airfare/Baggage	Sex Crimes-Airfare	\$550.00	1.0	1.0	100.0	\$550.00
Airport Parking	Sex Crimes-Airport Parking	\$8.00	4.0	1.0	100.0	\$32.00

Fuel	Sex Crimes- Fuel	\$60.00	1.0	1.0	100.0	\$60.00
Lodging	Sex Crimes- Lodging	\$112.86	3.0	1.0	100.0	\$338.58
Meals	Sex Crimes- Meals	\$35.00	4.0	1.0	100.0	\$140.00
Registration Fee	Sex Crimes- Registration	\$295.00	1.0	1.0	100.0	\$295.00
Rental Car	Sex Crimes- Rental Car	\$220.00	1.0	1.0	100.0	\$220.00
Registration Fee	Sexual Deviance in the New Millennium Seminar- Registration	\$250.00	1.0	4.0	100.0	\$1,000.00
						\$16,240.47

Travel/Training Justification

Travel/Training Justification

If travel/training is not included in the budget, skip this section.

*If **non-training/non-meeting travel costs** are included in the budget, address the following information for each cost (preferably in the order listed in the budget category):*

Basic Computer Forensics Examiner- this is a 2 week course that will be held in the Lake Lady, Florida scheduled for April 25, 2016 to May 6, 2016. This training is an 80-hour course of instruction that is more suitable for advanced students. A combination of lectures, instructor-led and hands-on practical exercises will allow students to apply the methods in the real world. The course will provide students with a deeper exploration of underlying principles than might be afforded in other programs. Cody Bounds will be attending this course. Detective Bounds has completed over 240 hours of forensic training, to include FTK Digital Intelligence Forensics, and All Access Pass.

Cellebrite Certified Logical Operator (CCLO) Course- this course is an on-demand online course. The course is designed for the first responder and the basic to intermediate investigator/examiner. This training builds on the concepts imparted in the CMFF course and exposes the fundamentals of mobile device investigations, logical extraction of data, and analysis of mobile devices. Skill sets learned are creating Safety SIMS and extracting evidentiary data from SIM cards. Students will learn to create reports based on the analysis efforts. The Task Force needs to expand forensic examiners in this field.

Detective Heckmaster will be replacing Captain Scott Richardson's position in July 2015. Detective Perkins completed the CMFF course through Cellebrite in May 2015 which is a prerequisite class to taking the CCLO course. Detective Heckmaster has completed the SEARCH High Tech Crimes Unit Core Skills and is currently conducting phone exams on the UFED Cellebrite machine. Detective Tracy Perkins and Detective Dustin Heckmaster will be attending this course. A request has been made for Detective Heckmaster to attend the online CMFF course.

Cellebrite Mobile Forensic Fundamentals (CMFF) online course- This course is an entry level, 1 day course. This course is designed for new examiner to mobile forensics and provides fundamental knowledge to comprehend and investigate incidents involving mobile devices. The student will gain the baseline concept to ensure knowledge to understand issues surrounding mobile devices. Training will be attended by Detective Dustin Heckmaster. In July 2015, Captain Scott Richardson will be transferring to a new position. Detective Heckmaster currently has completed Search High Tech Crimes unit core skills class and is currently conducting cell phone examinations. The CMFF course is a prerequisite to taking any other Cellebrite courses.

Freenet Investigator Training- This training is a 3 day course to be held in O'Fallon or KC/Lee Summit, Missouri area during the 2015/2016 grant cycle. The dates are TBA. The training is designed to teach investigators about the peer-to-peer platform to track the distribution and possession of child pornography. The training will be attended by Tracy Perkins and Andy Evans.

Online Ads- This course is a 3 day class held in Columbia, South Carolina hosted by Internet Crimes against Children (ICAC) October 26th thru 28th, 2015. The course will assist investigators how online ads are being used to exploit children and how to investigate these posts. The course will instruct students how to post ads as part of a proactive investigation. Furthermore, the tools and techniques will be discussed to help identify a suspect. This training will be attended by Andy Evans.

Interviewing and Understanding Sexual Deviant Behavior- This training is a 3 day course that is usually held in Georgetown, Texas. At this time a specific date and time is TBA. This training is to aid interviewers in the understanding of sexual behavior. The course will assist the interviewer in understanding the different types of sexual paraphilia's and typologies of a sex offender. This training will be attended by Andy Evans.

Sexual Deviance in the New Millennium Seminar- This course is a 2 day seminar held in Columbia, Missouri at the Law Enforcement Training Institute on September 1st and 2nd, 2015. This program offers detailed analysis into the general mindset of dangerous sexual predators who perpetrate undue hideous and surreal attacks on unsuspecting citizens and other living organisms. This seminar will be attended by Tracy Perkins, Andy Evans, Cody Bounds and Assistant Prosecutor Merilee Crockett from Boone County Prosecuting Attorneys Office.

Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost
Monitors	24 inch, LED-lit computer monitors for Forensic Machine	\$124.99	2.0	Amazon Online	100.0	\$249.98
Tablet	Android tablet for Undercover investigations	\$250.00	1.0	Amazon Online	100.0	\$250.00
Laptop	Laptop computer for on-scene triage of computers during search warrants	\$1,220.00	1.0	Personalized Computers in Columbia, Missouri	100.0	\$1,220.00
UFED Camera Kit	UFED Camera Evidence Collection Tool by Cellebrite	\$174.00	1.0	Cellebrite	100.0	\$174.00
						\$1,893.98

Equipment Justification

Equipment Justification

If equipment is not included in the budget, skip this section.

If equipment is included in the budget, provide the following for each budget line item (preferably in the same order listed in the budget category):

Monitors- The 24 inch monitors requested are to replace current forensic machine monitors used by Cody Bounds. These specific monitors will replace two older monitors. The new monitors will allow Bounds to have more viewing area when analyzing digital data forensically extracted from a suspects computer. The monitors will be used by Cody Bounds.

Laptop- Primary the device would be utilized as a forensic laptop to assist with on-scene triage and analysis of computer and mobile device media, and is essential to successful triage and evidence collection in the field. This computer is portable and is dedicated to forensic use in order to better maintain a clean software environment free of malware or virus contamination which could adversely affect potential evidence, and should therefore not consist of a laptop which is also used for investigative purposes. A forensic laptop can also be used within the lab, alongside existing non-portable forensic machines in order to more proficiently reduce an already backlogged caseload. The Task Force currently doesn't have a forensic laptop to assist with on-scene triage. This device would be used by Cody Bounds and other Task Force personnel.

Tablet- The device being requested is an Android tablet. This tablet will be used for undercover operations, so investigators can communicate with suspects using applications found on Android and Apple devices, such as phones and tablets. Not having a mobile device to communicate with suspect in an undercover capacity is causing Task Force investigators to be limited in their ability to communicate with suspects and hindering investigations. This device will be used by Andy Evans and Tracy Perkins.

UFED Camera Kit- This item is an evidence collection tool that allows forensic examiners to manually collect evidence by capturing images of the data or screenshots directly from the device when the data can't be extracted through a logical extraction. The camera kit is designed to be used in collecting data from phones and tablets. This device would be a new purchase to the Task Force as we currently don't have this type of item to collect evidence to assist the investigation. This device would be used by Cody Bounds, Tracy Perkins, and Detective Dustin Heckmaster with the University Police Department.

Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
AccessData FTK License Renewal (2)	Annual	\$1,119.00	2.0	100.0	\$2,238.00
Anti-Virus Software-Renewal	Annual	\$20.67	12.0	100.0	\$248.04
Domain Registration	Annual	\$25.00	1.0	100.0	\$25.00
UFED Touch Ultimate Software-Renewal	Annual	\$3,098.99	2.0	100.0	\$6,197.98
Website Hosting (New Host)	Annual	\$203.51	1.0	100.0	\$203.51
Website Hosting (June 2015 to August 31, 2015)	Monthly	\$12.00	3.0	100.0	\$36.00
					\$8,948.53

Supplies/Operations Justification

Supplies/Operations Justification

If supplies/operations are not included in the budget, skip this section.

If supplies/operations are included in the budget, provide the following justification for each expense (preferably in the same order listed in the budget category):

Access Data FTK License Renewal. This is an annual renewal and supports the Forensic Tool Kit Forensic software by Access Data. The license will be used by Cody Bounds, and the replacement personnel for Captain Richardson, Detective Dustin Heckmaster. Each FTK license will expire around October 31, 2015. Last year, the Task Force used forfeiture money to renew their FTK license because the delay in State grant funding and the University used general funds. When the grant money was released, the Task Force requested and received authorization to reimburse the University. Detective Heckmaster has completed the NW3C BDRA and IDRA classes. Captain Richardson will continue to conduct forensic examinations and supply Heckmaster with hands-on training until he receives more in-depth training.

AVG Anti-Virus Software Renewal. This is software for anti-virus and Internet Security. Currently all Task Force computers are running AVG software and need to continue with the subscription to prevent any virus or Trojan intrusions that potentially could hinder the use of any Task Force computer. The Task Force forensic examiners run this software on a suspect's computer to determine any viruses currently on the suspect's machine.

Domain Registration- having a registered domain for **bcsdcybercrimes.com** will allow the Task Force to have an online presence. Failing to continue with the annual renewal of this registration would cause disruption to the website services, making it difficult for the community to locate the Task Force through the Internet. The website currently provides website links on articles and research on how to keep children and families safe on the Internet. In addition, the website provides law enforcement a link for forensic examination request and Task Force presentations to both schools and community organizations. The Task Force will be switching to the b

Website Hosting (New Host) On September 1, 2015 the Task Force will be changing to new website host called HostGator.

In addition to the website host service the company offers a premium protection plan called Sitelock to protect our website from malicious malware. The Task Force feels this is necessary to protect our website based on recent government website attacks where sites were compromised. This website host will be renewed annually.

Website Hosting- Our Task Force has maintained a website since 2007. The site can be located at www.bcsdcybercrimes.com. This website provides information pertaining to keeping children and families safe online, including articles and research papers. The website provides links to important sites such as the Missouri Task Force and the reporting site, the National Center for Missing and Exploited Children. Currently this website is supported by Microsoft 360 and will be terminating their site in 2016. The Task Force will be moving to a new host September 1, 2015.

UFED Touch Ultimate Software Renewal- The software is designed to meet the challenges of recovering massive amount of data stored in the modern mobile devices. The UFED software is able to extract, decode, analyze and report data. Each machine and software were bought in 2014 by other monies due to the grant not being renewed by the time each department needed funds to pay for this cost. This software is a renewal for the Task Force UFED machine and the University Police Department UFED machine. The software will be utilized by Detective Dustin Heckmaster who will be replacing Scott Richardson forensic position, Cody Bounds and Tracy Perkins. Detective Heckmaster has completed a Search High Tech Crimes Unit Core Skills class. Captain Scott Richardson is conducting hands-on training with Heckmaster until further training is completed. Detective Perkins has requested additional training through Cellebrite to receive certification in logical analysis.

Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
Air Card	Monthly	\$40.60	12.0	100.0	\$487.20
IACIS-Membership Fee	Annual	\$100.00	1.0	100.0	\$100.00
Internet Service	Annual	\$719.00	1.0	100.0	\$719.00
					\$1,306.20

Contractual Justification

Contractual Justification

If contractual or consultant services are not included in the budget, skip this section.

If contractual or consultant services are included in the budget, provide the following justification for each expense (preferably in the same order listed in the budget category):

Air Card (Internet Wireless) Renewal. This renewal allows investigators to access the Internet from remote sites. This device is used for enticement investigations when the decoy investigator needs to be at a meeting site or further investigation beyond normal business hours. This service allows investigators to access the Internet when away from the office area in surrounding counties. This is a continuation of our current air card account.

IACIS (International Association of Computer Investigative Specialists)-Membership Fee- This is an annual membership fee due when Detective Bounds is approved to attend his training or any other training in the future. The membership will allow the applicant to maintain their certifications, networking with other forensics examiners, and annual certifications proficiency test. The membership is for Cody Bounds.

Internet Service. This is an undercover Internet account for investigators to conduct undercover investigations and for both investigators and forensic examiners to have Internet access to areas necessary for their investigations yet restricted through governmental Internet accounts. This is a continuation of our current Internet account.

Total Budget

Total Project Cost: \$162,809.23

Brief History

Brief History

Identify the following information to provide an overview of the project:

In 1999, the Boone County Sheriff's Department began actively investigating crimes perpetrated through the use of a computer and the Internet. In 2002, the Boone County Sheriff's Department focused on investigating the distribution of child pornography and in 2004 began covert investigations into the distribution of child pornography. The enticement and solicitation of children continues to grow, along with the distribution of child pornography.

In January 2007, the Boone County Sheriff's Department joined forces with the Columbia Police Department and the Boone County Prosecuting Attorney's office to establish the Mid-Missouri Internet Crimes Task Force. Within a year the University Police Department joined the Task Force.

The Task Force changed names to the Boone County Sheriff's Department Cyber Crimes Task Force in 2010. The Task Force continues to work investigations, both reactive and proactive cases involving children through the Internet.

Statement of the Problem

Statement of the Problem

Provide the following information to define the problem that you will be attempting to impact with the project for which you are requesting funds:

As we all know technology is constantly changing. Investigators and examiners struggle to maintain a knowledge base that keeps up with this constant change. Not only must investigators and examiners maintain a knowledge base that allows them to investigate and examine technology related crimes, they are expected by judges and juries to be experts on the technology used by any particular suspect. Without funding this would be a huge impact on the mid-Missouri citizens and law enforcement agencies. The Task Force is often called upon for our knowledge and expertise to assist and handle investigations involving crimes against children.

In 2012, the Task Force completed a research project which a survey of High School and Junior High School age teens was conducted. The results of this survey indicate over 90% of the teens in our jurisdiction has a computer in their home and over 80% have cellular telephones. Teens in the mid-Missouri are being contacted by strangers through the Internet and well over a third of the girls and boys have been asked to send sexually graphic photographs of themselves to another person.

Furthermore, the survey showed that 14% report they have engaged in conversations involving sex or sexual touching. The survey also covered bullying and found a third of the kids report they have been "bullied" through the Internet. The numbers showed that girls are 1.5 times more likely to be bullied. The Task Force is currently working on a 2015 survey directed at mid-Missouri school aged teens.

With the overwhelming increase in the use of Internet and technology, the frequency of criminal activity occurring through the use of technology is also increasing. Crimes against children such as enticement, child pornography, sexual assault, human trafficking, and other forms of child exploitation continue to increase every year. In the past few years the Task Force has dropped off working proactive investigations because of the reactive case load but our outlook is if our grant is approved for additional overtime we would like to use those hours to work more undercover operations.

The largest school district in Boone County is the Columbia Public School District which averages over 17,000 students. The District is technology driven, so more and more students are getting issued iPads who have full access to the open wireless access point among the network. The Task Force has seen an increasing problem with crimes against children being exploited on the school district network. The trend the Task Force is seeing younger children have social networking applications, cell phones and tablets with little or no parent supervision. The Task Force is seeing much younger children becoming victims and suspects which is an ever increasing problem.

Since 2007 the number of investigations have fluctuated over the past few years, but we maintain an average of over 100 cases per year. Between January 1, 2007 and December 31, 2014 the Task Force had conducted 901 investigations with over 179 arrests and performed 1032 forensic examinations. The majority of cases handled by the Task Force are the distribution, possession and production of child pornography; including Cyber Tip reports from the National Center for Missing and Exploited Children, and the enticement of a child.

	2007	2008	2009	2010	2011	2012	2013	2014
Investigations	108	120	112	127	137	121	96	80
Reactive	38	61	56	72	104	98	81	70
Proactive	70	59	56	55	33	23	15	10
Arrests	19	26	25	18	33	16	30	12
Forensic Examinations	52	109	132	164	214	133	115	113

In 2014, the Task Force worked fewer cases, but the forensic examinations continue to maintain the same. In June 2014 the Task Force lost two forensic examiners. The Task Force was able to replace 1 examiner, Detective Cody Bounds. To help with forensics, the Task Force has one part time examiner from the University Missouri Police Department who specializes in Apple devices and computers. At the beginning of 2015 the Task Force carried over 66 examinations which was 4 to 6 months behind.

Currently, the Task Force equipment to conduct forensic examinations and proactive investigations are stable, but we will need to update some equipment and adding some essential devices would be ideal. The Task Force is behind on forensic examinations approximately 3 to 4 months. Cases are continually coming in, and the Task Force will steadily fall behind even further. The Task Force is down 1 full time examiner, and hopefully will be able to train Detective Tracy Perkins in cell phone forensic area to alleviate this problem. The Task Force serves a 7 county area and we continually get requests for

phones and tablets.

Goals and Objectives

Goals and Objectives

Explain your expectations for the proposed program. Be specific.

Goals are the program's desired results. The goals should be clearly stated, realistic and achievable, even if they are not readily measurable.

Objectives are the intermediate results or accomplishments to achieve each goal. The objectives must be both measurable and achievable.

The goal of the Boone County Sheriff's Department Cyber Crimes Task Force is to help prevent the number of children and families becoming victims. And for those who have become victims perpetrated through the Internet to apprehend those responsible for the crimes committed. Four goals are outlined through both investigative and educational methods. Each goal is important and stands on its own merit and is not necessarily ranked in any specific order.

Goal #1- Continue to work new investigations, both reactive and proactive Internet crimes against children.

Objective # 1- During the 12 month grant; increase new investigations by 5%

Objective #2- During the 12 month grant; conduct at least 5 proactive investigations involving the exploitation of children through the Internet, per quarter.

Objective #3- During the 12 month grant; increase arrest of individuals perpetrating against children by 5%.

Goal #2- Continue forensic examinations, both computer and cell phones

Objective #1- During the 12 month grant; exam at least 20 electronic evidence, per quarter.

Goal #3- Continue educating schools and community groups about Internet safety and children.

Objective #1- In the 12 month grant period; provide at least 20 community presentations to parents and students, annually.

Objective #2- In-service training to Missouri School Resource Officer conference to help law enforcement officers be more knowledgeable about crimes and students.

Objective #3- Updating a new website to make the site more interactive and easier for the community and law enforcement agencies to contact us and access information.

Goal #4- Collecting data from kids to understand how they are becoming victims of sex crimes through the use of a cell phone and computers.

Objective #1- Conduct a survey among the middle schools around the mid-Missouri area.

Type of Program

Type of Program

Provide the following information about the program that will be implemented by the requested funds:

The Boone County Sheriff's Department Cyber Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit. The Task Force would like all participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort aimed at reducing criminal activity perpetrated through the use of computers, the Internet, cellular telephones, and other electronic media within the communities it serves.

The Task Force serves a seven (7) county area and has four (4) criminal justice agencies as primary and (19) criminal justice agencies as associate members. The Task Force also has a web site bcscybercrimes.com that provides information and resources regarding family and child Internet safety, Internet Scams, ID Theft, and numerous articles and research as well as links to other important resources.

Currently, three (3) investigators from the Boone County Sheriff's Department are assigned to the Task Force. Salaries for Detective Bounds and Detective Evans fall under the grant and Detective Perkins respective agency pays her salary. All equipment and software funded by the grant are used by Perkins, Evans and Bounds. Detective Perkins and Evans both handle reactive and proactive investigations. Detective Bounds handles forensic examinations on cell phones and computers devices.

Additionally, one (1) forensic examiner/investigator, Captain Scott Richardson, from the University Missouri Police Department is assigned on a part time basis. In July 2015, Captain Scott Richardson will be promoted within his department. Detective Dustin Heckmaster has been selected to his role with the Task Force. Detective Heckmaster's salary is paid for by his agency, but all forensic training and software is paid for by grant. This investigator will handle forensic examinations with a specialization in MAC operating systems.

In June 2014, the Task Force had to suspend the part-time FBI agent assigned to our unit. By June 1, 2015 the Task Force lifted the suspension and Special Agent Sean McDermott with the FBI has been temporary assigned to the Task Force. In November 2015, a new lead Special Agent will be assigned to the Central office and then a permanent position will be filled. The major focus of this Task Force is the investigation and prosecution of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children, human trafficking, commercial sexual trafficking of children, cyber bullying, sexting, sextortion, or other crimes perpetrated through the use of computers, the Internet, cellular telephones, or other electronic media. These investigations focus on both undercover and complainant driven investigations. Complaints from parents and others are investigated and may be reported directly to the Task Force or through the complainant's local law enforcement.

The Task Force provides forensic examinations of computers, cellular telephones, and other electronic media to law enforcement agencies and prosecuting attorneys among the 7 counties the Task Force serves. In addition, investigators assigned to this Task Force participate in public awareness and education programs to educate primarily public and private schools, parent organizations, civic groups, religious organizations, local media, or other group meetings to help educate about the dangers of the Internet and methods to reduce the likelihood of becoming a victim of Internet crime.

Also, Task Force investigators provide training to area law enforcement on a variety of issues regarding Internet or computer related investigations and electronic media.

Proposed Service Area

Proposed Service Area

Describe the proposed service area by identifying the following information:

The Cyber Crimes Task Force serves a seven county area in Mid-Missouri. The Task Force provided technical, investigative and forensic assistance to law enforcement agencies and prosecuting attorneys in the counties that are immediately adjacent to Boone County including Audrain, Callaway, Cole, Cooper, Howard and Randolph.

Furthermore, any law enforcement agency or Prosecuting Attorney in the service area may request the Task Force assist with an investigation regarding offenses involving the Internet, computer, or cellular phone media. The Task Force will continue to assist outside our service area when appropriate and requested. According to the 2013 census, the estimated population for the 7 county service area to be approximately 370,336 of which over eighty thousand are under eighteen years of age.

Our Task Force is a member of the Missouri Internet Crimes against Children Task Force and as such will assist any other Internet Crimes Task Force located in Missouri or across the United States, as requested.

Primary agencies for this Task Force with signed Memorandum of Understanding:

- Boone County Sheriff's Department
- Boone County Prosecuting Attorney's Office
- University of Missouri Police Department
- Federal Bureau of Investigations

Associate agencies with signed Memorandum of Understanding:

- Ashland Police Department
- Auxvasse Police Department
- Boonville Police Department
- Centralia Police Department
- Columbia Police Department
- Fayette Police Department
- Fulton Police Department
- Hallsville Police Department
- Jefferson City Police Department
- Holts Summit Police Department
- Mexico Department of Public Safety
- Moberly Police Department
- Sturgeon Police Department
- Audrain County Sheriff's Department
- Cole County Sheriff's Department
- Cooper County Sheriff's Department
- Callaway County Sheriff's Department
- Howard County Sheriff's Department
- Randolph County Sheriff's Department

Supplanting

Supplanting

Describe whether or not other federal, state, or local funds are available to the applicant agency for the purpose of the project. Be specific!

If any of the following factors apply to the proposed project, provide information to address the factors that apply:

Funding for the recurring costs included in this application ended on May 31, 2015 when the 2015 SCCG closed.

In May 2014, the Task Force received restitution money for a forensic examination completed by the Task Force. This money has been reported as program money under the grant obligation.

The Task Force has (2) active Forensic ToolKit licenses. For both licenses the renewal date is October 31, 2015. The FTK license plays a large role in the processing of computer evidence. Due to the delay in the 2015 SCCG funding, the above mentioned restitution money was used to renew Detective Bounds license and was reported as an expenditure of program funds on the October 2014 claim for reimbursement. This reimbursement money is not a common source of income and the Task Force was fortunate to have this money to use to purchase the FTK license. Since this reimbursement money is not common, the yearly renewal will be requested through the 2016 SCCG grant. This license is necessary to the Task Force. Both the University Police Department and the Task Force currently have a UFED Cellebrite device and software. The devices will be utilized by Cody Bounds, Tracy Perkins and Dustin Heckmaster. The renewal license date for the University is October 31, 2015 and renewal date for the Task Force license is November 26, 2015. Cellebrite offered the Task Force and the University a \$3000.00 trade-in to be applied to each new machine. The University was able to take advantage of this discount in October 2014 and was able to replace the old UFED machine. To take advantage of this discount, the 2015 grant or any other funds were available. The Task Force was able to extend the Task Force expiration date to December 2014 in hopes the grant money would be released. In November 2014 the Task Force received a sub-grant from Missouri ICAC. In the past years when the Task Force has received money from MO ICAC, the Task Force used the money for unexpected training or unpredictable equipment purchases not covered by the SCCG grant. Since the expiration date was nearing, and the State grant had not been released, the Task Force requested and was approved to use Missouri ICAC money to purchase the new Cellebrite device and license fees. Since this was a special circumstance and the MO ICAC money is unpredictable and varies in funding, the Task Force is requesting the yearly license renewal fees in the SCCG grant

Community Impact

Community Impact

Describe how the proposed project will affect the community(s) that your program will serve and the public safety and crime-related issues within the community(s).

The Boone County Sheriff's Department Cyber Crimes Task Force will impact the community in a number of ways including the investigation of Internet crimes; the prosecution of Internet offenders; the protection and education of Mid-Missouri children; the education of parents, teachers, and law enforcement officers about safety of children and reduce Internet crime. Over the past several years the Task Force has seen an increase in cases reported as a result of our community awareness programs. Furthermore, the Task Force continues to receive letters from families and victims to show their gratitude for what we do in helping protect children.

Since 2007, the Task Force has arrested over 170 individuals who were convicted of various crimes against children thus creating a safer community. The Task Force has received publicity generated from this success. From community presentations presented by the Task Force, more parents have reported monitoring cell phone use and being more vigilant in keeping their children safe. This awareness will continue with the award of this grant. As this awareness increases, however, new technology and the availability cause new problems and concerns. These new challenges require investigators to continue their efforts on computer based investigations and to expand their efforts into cell phone, and tablet technology.

Our community will be impacted by the reduction of sexual perpetrators. This can be achieved in two ways: by apprehending the offenders and by utilizing the media and other sources to discourage offenders from coming to our jurisdiction. A strong, offensive approach will be proactive by letting Internet criminals know that Central Missouri is not a place to commit crimes against children. This Task Force can be a powerful component in the fight against Internet predators.

As the use of technology increases, especially by our youth, criminals will increasingly use this technology to victimize children and families. Only by increasing resources and strongly directing efforts to this endeavor will help law enforcement have any chance to succeed in protecting our children and reducing the crime perpetrated against them.

Our service area will also be impacted by our ability to conduct forensic examinations of computers, cellular telephones, and other electronic media. This service will give law enforcement agencies and prosecuting attorneys a resource to have electronic media examined in a timely manner by a professional and trained examiner who has experience testifying in court. The Task Force can assist area law enforcement with their investigations and area prosecutors to have successful prosecution of defendants accused of committing crimes against children through the use of technology.

Report of Success

Report of Success

If the proposed project is not currently being supported with SCCG funds from the Missouri Department of Public Safety, Office of the Director, put N/A.

If the proposed project is currently being supported with SCCG funds, restate the goals and objectives from your current contract as listed in your approved application. Clearly identify whether or not each objective has been attained.

The goal of the Boone County Sheriff's Department Cyber Crimes Task Force during 2014/2015 grant was to help prevent the number of children and families who may become victims or those who have become victims perpetrated through the Internet and to apprehend those responsible for the crimes committed. Four primary objectives to reaching this goal are outlined through both investigative and educational methods. Each objective is important and stands on its own merit and is not necessarily ranked in any specific order.

Objective #1. During this 12 month grant period; initiate at least 15 new investigations, per quarter. As the number of investigations increases the number of Internet criminals that can be identified increases. These investigations will include investigations into child enticement, child exploitation, obscenity toward children, and child pornography related crimes.

- Results - During this 12 month period the Task Force conducted 99 new investigations during this grant period. This averages approximately 24 cases per quarter. The Task Force surpassed the goal in all four quarters. The majority of the cases initiated were reactive investigations. In June 2014 the Task Force hired two new investigators and the transition didn't affect our cases as was projected.

Objective #2. During this 12 month grant period; conduct at least 5 investigations into the possession and distribution of child pornography, per quarter. Research indicates a substantial number of those possessing child pornography have engaged in the sexual molestation of children undetected by law enforcement not to mention the re-victimization of children when these horrific image are passed around like a prized possession.

-Results During this 12 month period, the Task Force conducted approximately 39 investigations involving the possession and promoting of child pornography. Each quarter the Task Force averaged almost 10 cases a quarter. The Task Force surpassed this goal.

Objective #3 - During this 12 month grant period; to exam at least 20 electronic evidence per quarter. As a Task Force we want to increase the services we can provide to law enforcement throughout our service area. By do this we will have the ability to help area law enforcement with their investigations of Internet crimes and in turn to help children and families in our service area.

-Results During this 12 month period, the Task Force conducted approximately 85 forensic examinations. This averages to 21 investigations per quarter. The first and second quarter was below our 20 examination goal. At the beginning of June 2014 the Task Force was training Detective Bounds, a replacement for 2 examiners who were leaving the Task Force. Detective Bounds has successfully completed over 200 hours in the forensic field and is accomplishing a significant amount of exams in the third and fourth quarter. In addition, Task Force investigators have collected a large amount of evidence in several cases involving the sexual exploitation of a child and sex offenses against children.

Objective #4. During this 12 month grant period; provide at least 20 community presentations to parents and students annually. By educating parents and others concerned with the safety of children we can hopefully reduce the number of those who fall victim to Internet criminals. By educating children on the dangers of the Internet we can give them the tools they need to both protect themselves and to know what they can do when someone approaches them on the Internet.

-Results - During this 12 month grant period the Task Force provided 24 school/community presentations. The Task Force presented to several schools, including Battle High School in Columbia with over 1200 students. This school was seeing serious crimes being violated among the students using their school issued i-Pads and personal devices. The Task Force has made an impact to over 2600 group participants. The Task Force has always made community awareness a priority and will continue to present and teach the community to protect our children. The Task Force has also participated in 25 media relations including local television and radio stations.

Even though the Task Force had two major changes during the 2014-2015 grant, all objectives were met or surpassed. The forensic examinations were down the 1st and 2nd quarter, but this was expected given losing 2 full-time examiners.

The Task Force continues to handle more and more reactive investigations involving parents/guardians finding self-produced child pornography on personal devices, but would like to see more proactive cases be generated by the Task Force.

Overall the accomplishments of the Task Force for this grant period have proven to be a continued success and over the prior years, including last year the Task Force has met and/or surpassed our goals and objectives.

Audit Requirements

Date last audit was completed: June 27, 2014
Date(s) covered by last audit: January 1, 2013 through December 31, 2013
Last audit performed by: Rubin Brown LLP
Phone number of auditor: 314-290-3300
Date of next audit: May 2015
Date(s) to be covered by next audit: January 1, 2014 through December 31, 2014
Next audit will be performed by: Rubin Brown

Total amount of financial assistance received from all entities, including the Missouri Department of Public Safety, during the date(s) covered by your agency's last audit, as indicated above.

*The **Federal Amount** refers to funds received directly from the Federal Government or federal funds passed through state agencies in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.*

*The **State Amount** refers to funds received directly from the State of Missouri, not including federal pass-thru funds.*

Federal Amount: \$922,982.00
State Amount: \$2,377,808.00

Required Attachments

Attachment	Description	File Name	File Size	Type
Memorandum of Understanding (MOU)	MOU 2015-2016	2015-2016 MemorandumofUnderst anding (1).pdf	65.5 MB	pdf

Other Attachments

File Name	Description	File Size
WorkersCompCalculator Individual cost value 2015 rate.pdf	WorkmansComp Worksheet 2015	46 KB
WorkersCompCalculator 2016 projected increase 5%.pdf	Workmans Comp Worksheet 2016 rate	47 KB

Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

2016 SCCG Certified Assurances

I am aware that failure to comply with any of the Certified Assurances could result in funds being withheld until such time that I, the recipient, take appropriate action to rectify the incident(s) of non-compliance. Where the Authorized Official is unable to certify to any of the statements in the Certified Assurances, he or she shall provide an explanation below and may attach documentation under the 'Other Attachments' form where needed.

I have read and agree to the terms and conditions of the grant. Yes

If you marked No to the question above, please explain:

Your typed name as the applicant authorized official, in lieu of signature, represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application.

Authorized Official Name:

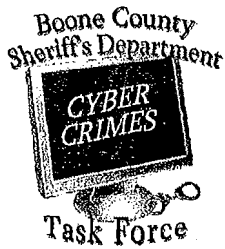
Daniel Atwill

Job Title:

Presiding Commissioner

Date:





**BOONE COUNTY SHERIFF'S DEPARTMENT
CYBER CRIMES TASK FORCE**

2121 County Drive, Columbia, Missouri
573-442-44302

E-Mail: Internetcrimes@mmictaskforce.com
Web Page: www.mmictaskforce.com

**Primary Member
Agencies:**

Boone County Sheriff's
Department

University of Missouri
Police Department

Boone County Prosecutor's
Office

Partnerships:

Boone County Sheriff's
Department Cyber Crimes
Task Force

Rainbow House/
Child Advocacy
Center

Boone County Probation
and Parole Office

June 6, 2014

Heather Haslag
Program Manager
Department of Public Safety
Attn: CJ/LE
P.O. Box 749
1101 Riverside Drive
Jefferson City, Missouri 65102

In re: Boone County Task Force MOU's

Ms. Haslag:

The attached MOU's are still active and remain active until such time the agency head or the Task Force requests the relationship be dissolved.

Cordially,

A handwritten signature in cursive script, appearing to read "Tracy Perkins".

Tracy Perkins
Task Force Coordinator

BOONE COUNTY SHERIFF'S DEPARTMENT CYBER CRIMES TASK FORCE

MEMORANDUM OF UNDERSTANDING

This Letter of Agreement is entered into by and between the following agencies:

Boone County Sheriff's Department
Member Agency
Boone County Sheriff's Department Cyber Crimes Task Force

Nothing in this agreement should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies.

PURPOSE/MISSION

The BCSD Cyber Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing the problem of crimes committed through the use of computers and the Internet within the Mid-Missouri area. These investigations include but are not limited to Internet enticement of children, child pornography, trafficking of children, fraud, ID theft, trafficking of illegal narcotics, harassment, cyber bullying, terrorist threats, and other crimes facilitated through the use of computers, the Internet, or other electronic media and the forensic examination of computers and other electronic media used to facilitate criminal activity. It is the desire of the participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort aimed at reducing criminal activity perpetrated through the use of computers, the Internet, and other electronic media within the communities it serves.

The geographic area of responsibility for the BCSD Cyber Crimes Task Force is the Missouri counties of Boone, Cole, Cooper, Callaway, Audrain, Randolph, and all cities and or political subdivisions within such counties.

ORGANIZATIONAL STRUCTURE

A. Composition

The BCSD Cyber Crimes Task Force will consist of a combined enforcement body of agencies participating in this agreement. These enforcement agencies will be identified into two groups identified as primary members and supportive members. Primary member agencies will provide full-time assigned personnel as set forth below. Associate member agencies will provide part-time assigned personnel to assist with specific investigations and law enforcement procedures conducted within their respective jurisdictions such as the service of search

warrants, surveillance, or arrest details. All agency investigators are to be certified law enforcement officers in Missouri, under Chapter 590 of the Revised Statutes of Missouri. The Task Force can also establish Partnerships with other task forces that investigate internet and computer related crimes, governmental organizations, and private or public organizations and businesses in an effort to more effectively achieve the purpose and mission of the BCSD Cyber Crimes Task Force.

The BCSD Cyber Crimes Task Force will also maintain working relationships with other Missouri and National task forces investigating computer based crimes such as the Missouri Internet Crimes Against Children Task Force, the Regional Computer Crimes Education and Enforcement Group in the St. Louis area, or other similar task forces.

Primary Task Force Agency:	Personnel:
Boone County Sheriff's Department	3 Full Time Investigators
University of Missouri Police Department	1 Part Time Forensic Examiner/Investigator
Federal Bureau of Investigation	1 Part Time Investigator
Boone County Prosecuting Attorney's Office	

B. Governing Board

A Governing Board consisting of the heads of the Primary Task Force Agencies and a Prosecuting Attorney within the counties served will be voting members and be responsible for the policy and direction of the Task Force. The chairperson will be chosen from and approved by the other board members to serve on a yearly basis. The heads of the Supportive Task Force Agencies will act as liaison members. The Governing Board will meet at least semi-annually in order to collectively provide policy oversight. Special meetings may be called at other times as needed. Attendance and voting on the Governing Board may be delegated by the Primary Task Force Agency head to a subordinate.

C. Supervision

The day-to-day operation and administrative control of the Task Force will be the responsibility of a Task Force Coordinator named and approved by the Executive Board.

Control and supervision of each officer not assigned as a primary member of the Task Force shall be the sole responsibility of the officer's employer. Nothing in this agreement shall be construed as creating any joint employment relationship. Each employer will be solely responsible for the actions of its own employees. Each Signatory Agency agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause arising out of or connected with the performance of this Agreement, and to indemnify and hold the other Signatory Agencies hereto and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by that Signatory Agency's employees, of this Agreement. All liability for salaries, wages, and other compensation of any Signatory Agency's employees shall be that of the respective employer.

Whenever any commissioned officer of a Signatory Agency is injured while acting pursuant to this agreement and is thus rendered incapable of performing his/her regular duties, even though such injury may have occurred while the officer was under the direction of a Signatory Agency which was not the employer of the injured officer at the time of such injury, such officer or his/her dependents shall receive from that officer's employer, the same benefits which such officer would have received had said officer been acting under the immediate direction of said officer's employer and within said employer's jurisdiction.

PROCEDURES

A. Operational Procedures

The Governing Board will approve standard operations procedures that are reviewed on at least an annual basis. These procedures may be amended by a majority vote of the Board.

B. Media

All media releases pertaining to BCSD Cyber Crimes Task Force investigations, when appropriate, will mention the fact that the effort involved this joint task force. When multi-jurisdictions are involved no unilateral media release will be made by any participating agency without the prior approval of the other participants. Media releases shall not include information regarding specific investigative techniques or undercover identities.

C. Community Education and Crime Prevention

Prevention education activities are a critical component of the BCSD Cyber Crimes Task Force. Full time Task Force investigators will work to promote community awareness and safety by participating in presentations to schools,

parent's groups, civic organizations, media outlets, or other groups to educate the public on Internet safety.

D. Funding

Each participating agency agrees to assume all personnel costs for their Task Force representative including salaries, overtime payments and fringe benefits consistent with their respective agency. This will include but not be limited to a vehicle for each Task Force investigator including a mobile radio, portable radio, cellular telephone and all personal equipment necessary for the general safety of the investigator such as bullet resistant vest, tactical vest, flashlight, or other standard equipment.

Participating agencies may supply equipment as available to the Task Force. Upon completion of the need and or use of this equipment or if the Task Force disbands any such equipment will be returned to the submitting agency.

Funding for personnel, operational, training, and equipment expenses will be sought through grants, donations, and participating agencies.

Grants obtained by the Task Force will be administered through the Boone County Sheriff's Department and the County of Boone. Participating agencies requesting reimbursement from grants must submit a reimbursement requisition to the Boone County Sheriff's Department. Reimbursement to the participating agency will be paid after all proper forms have been received and after the administrating agency has received the reimbursable funds.

E. Duration and Termination

This agreement will remain in effect through calendar and fiscal years unless formally terminated by participating agencies. The Governing Board may terminate this agreement at any time by a majority vote. Participating agencies may withdraw from this agreement at anytime by providing a 60-day written notice of its intent to the chairperson of the Governing Board.

Chief
Department

Date

Sheriff Dwayne Carey-Boone County Sheriff's Dept.
Chairperson, Governing Board
BCSD Cyber Crimes Task Force

Date

Lyn Woolford 7 Oct 2013
Chief Lyn Woolford Date
Ashland Police Department

Dwayne Carey 10-16-13
Sheriff Dwayne Carey-Boone County Sheriff's Dept. Date
Chairperson, Governing Board
BCSD Cyber Crimes Task Force

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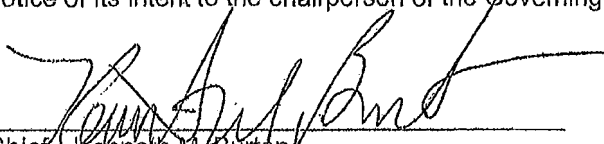
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E. Duration and Termination

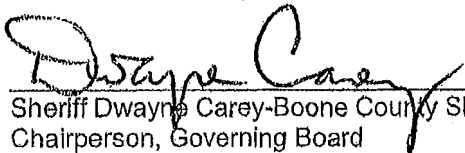
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Chief Kenneth M. Burton
Columbia Police Department

8-22-12

Date



Sheriff Dwayne Carey-Boone County Sheriff's Dept.
Chairperson, Governing Board
BCSD Cyber Crimes Task Force

8-23-12

Date

Chief Bobby Welliver

Chief Bobby Welliver
BOONVILLE POLICE DEPT.

02/24/2012

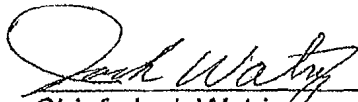
Date

Dwayne Carey

Sheriff Dwayne Carey-Boone County Sheriff's Dept.
Chairperson, Governing Board
BCSD Cyber Crimes Task Force

2-28-12

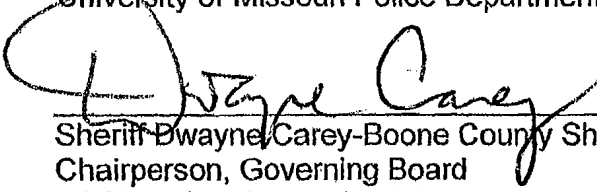
Date



Chief Jack Watring
University of Missouri Police Department

4-26-11

Date



Sheriff Dwayne Carey-Boone County Sheriff's Dept.
Chairperson, Governing Board
BCSD Cyber Crimes Task Force

6-13-11

Date

E. Duration and Termination

The Governing Board may terminate this agreement at any time by a majority vote. Participating agencies may withdraw from this agreement at anytime by providing a 60-day written notice of its intent to the chairperson of the Governing Board.

Daniel K. Knight
Dan Knight, Prosecuting Attorney

11-21-06
Date

Dwayne Carey
Sheriff Dwayne Carey-Boone County Sheriff's Dept.
Chairperson
Governing Board
Mid-Missouri Internet Crimes Task Force

11-29-06
Date

~~12 R~~

Chief Kevin Suedmeyer
Auxvasse Police Department

November 3, 2010
Date

Dwayne Carey

Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

11-22-10
Date

Thank you gentlemen!
KS 210

L.A. Dudgeon
Chief Larry Dudgeon
Centralia Police Department

11-1-2010
Date

Dwayne Carey
Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

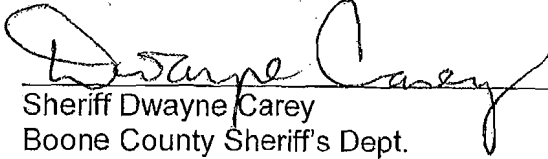
11-22-10
Date



Chief JEFF OSWALD
Fayette Police Department

10-26-10

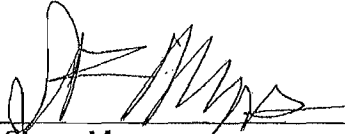
Date



Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

10-26-10

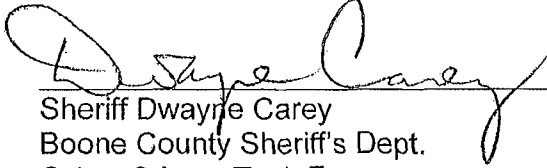
Date



Chief Steve Myers
Fulton Police Department

11-1-10

Date



Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

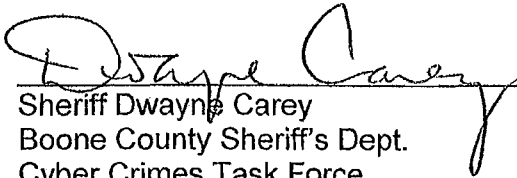
11-22-10

Date



Chief Tony Fields
Hallsville Police Department

11-10-2010
Date



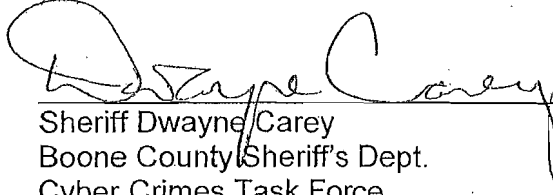
Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

11-22-10
Date



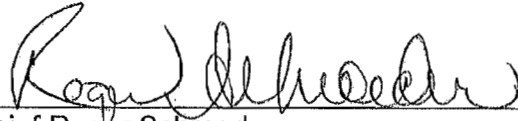
Chief Kyle McIntyre
Holts Summit Police Department

3-3-14
Date



Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

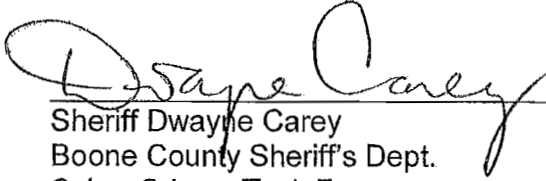
4-29-14
Date



Chief Roger Schroeder
Jefferson City Missouri Police Department

11-01-10

Date



Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

11-22-10

Date

Chief Susan Krockett

~~Chief Michael Jerichow~~
Mexico Department of Public Safety

4 Nov 10

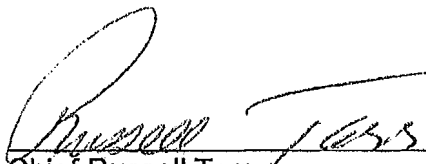
Date

Dwayne Carey

Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

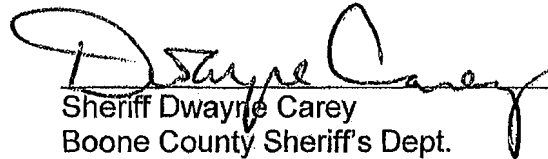
11-22-10

Date



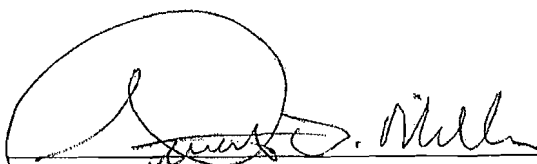
Chief Russell Tarr
Moberly Police Department

5-26-11
Date



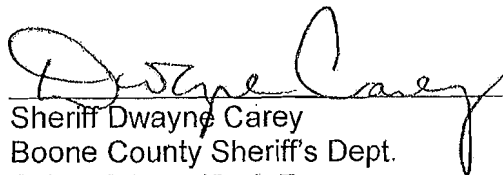
Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

6-6-11
Date




Sheriff Stuart Miller
Audrian County Sheriff's Office

10-27-10
Date



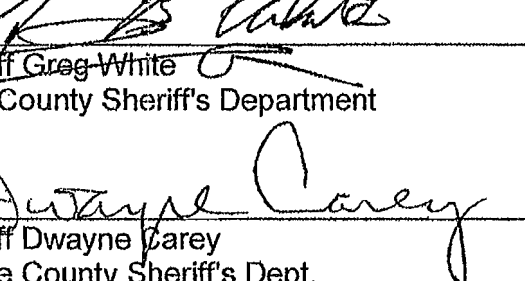
Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

11-22-10
Date



Sheriff Greg White
Coke County Sheriff's Department

7 Nov 10
Date



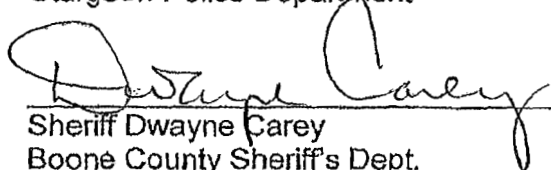
Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

12-10-10
Date



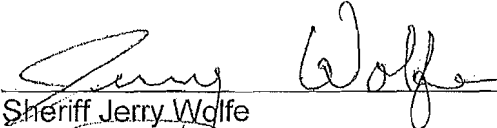
Chief Wil Parker
Sturgeon Police Department

15 July 13
Date



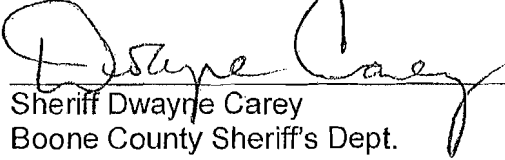
Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

7-16-13
Date



Sheriff Jerry Wolfe
Cooper County Sheriff's Department

11/21/2010
Date



Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

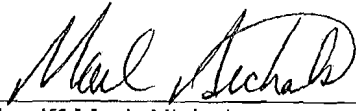
11-22-10
Date

Dennis Crane
Sheriff Dennis Crane
Callaway County Sheriff's Department

10-26-2010
Date

Dwayne Carey
Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

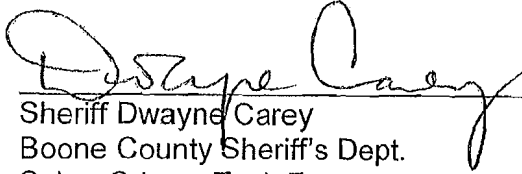
11-22-10
Date



Sheriff Mark Nichols
Randolph County Sheriff's Department

10-26-10

Date



Sheriff Dwayne Carey
Boone County Sheriff's Dept.
Cyber Crimes Task Force
Chairperson, Governing Board

11-22-10

Date

parent's groups, civic organizations, media outlets, or other groups to educate the public on Internet safety.

D. Funding

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Grants obtained by the Task Force will be administered through the Boone County Sheriff's Department and the County of Boone. Participating agencies requesting reimbursement from grants must submit a reimbursement requisition to the Boone County Sheriff's Department. Reimbursement to the participating agency will be paid after all proper forms have been received and after the administering agency has received the reimbursable funds.

E. Duration and Termination

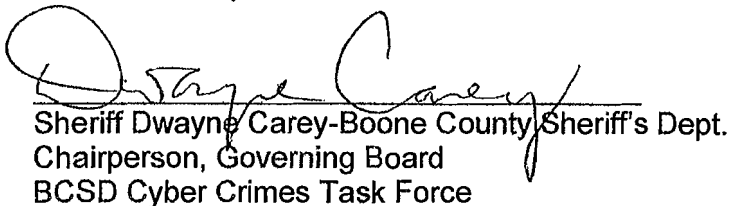
This agreement will remain in effect through calendar and fiscal years unless formally terminated by participating agencies. The Governing Board may terminate this agreement at any time by a majority vote. Participating agencies may withdraw from this agreement at anytime by providing a 60-day written notice of its intent to the chairperson of the Governing Board.



Sheriff Mike Neal
Howard County Sheriff's Office

01-02-2013

Date



Sheriff Dwayne Carey-Boone County Sheriff's Dept.
Chairperson, Governing Board
BCSD Cyber Crimes Task Force

1-7-13

Date

Workers Comp Calculator - MACTrust Users

Instructions: This tool was created to aid in quickly calculating the workers compensation expense for grant-funded personnel for counties that utilize the Missouri Association of Counties (MAC) Trust. For this tool to work correctly, only enter values in the yellow-highlighted cells. If you enter values in any other cell, it will affect the formula and your totals will be incorrect. The yellow-highlighted cells have already been formatted as currency, percentages, and numbers, as appropriate, so simply enter the numbers as they appear on your Workers Comp rate sheet. If you need assistance, please contact your DPS Internal Contact.

- Step 1: Enter the Individual's Supplemental Salary Amount
- Step 2: Enter the Rate for the Police Classification
- Step 3: Enter the Experience Modification Rate
- Step 4: Enter the Discount/Surcharge Percentage
- Step 5: Enter the Second Injury Fund Surcharge & Admin Tax Percentage

Formula:

\$	56,256.00
	3.15%
	0.98
	0.00%
	7.00%

Calculation:

\$	1,772.06	=	"Annualized Premium"
\$	1,736.62	=	"Adjusted Premium"
\$	-	=	"Discount/Surcharge"
\$	121.56	=	"Second Injury Fund"
\$	1,858.19	=	Total Cost to County

Workers Comp Calculator - MACTrust Users

Instructions: This tool was created to aid in quickly calculating the workers compensation expense for grant-funded personnel for counties that utilize the Missouri Association of Counties (MAC) Trust . For this tool to work correctly, only enter values in the yellow-highlighted cells. If you enter values in any other cell, it will affect the formula and your totals will be incorrect. The yellow-highlighted cells have already been formatted as currency, percentages, and numbers, as appropriate, so simply enter the numbers as they appear on your Workers Comp rate sheet. If you need assistance, please contact your DPS Internal Contact.

- Step 1: Enter the Individual's Supplemental Salary Amount
- Step 2: Enter the Rate for the Police Classification
- Step 3: Enter the Experience Modification Rate
- Step 4: Enter the Discount/Surcharge Percentage
- Step 5: Enter the Second Injury Fund Surcharge & Admin Tax Percentage

Formula:

\$	43,317.12
	3.15%
	0.98
	0.00%
	7.00%

Calculation:

\$	1,364.49	= "Annualized Premium"
\$	1,337.20	= "Adjusted Premium"
\$	-	= "Discount/Surcharge"
\$	93.60	= "Second Injury Fund"
<hr/>		
\$	1,430.80	= Total Cost to County

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 25th day of June 20 15
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 template for all Boone County LPR License and AUP Agreements. The terms of the agreement are stipulated in the attached memorandum. It is further ordered the Information Technology Liaison Commissioner is hereby authorized to sign any such LPR License and AUP Agreement upon request of the Boone County Sheriff or his/her designee.

Done this 25th day of June, 2015.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



BOONE COUNTY SHERIFF'S DEPARTMENT
2121 County Drive, Columbia, MO 65202
573/875-1111 Fax 573/874-8953

MEMORANDUM

DATE: June 22, 2015
TO: Boone County Commission
FROM: Captain Chad Martin
SUBJECT: Boone County LPR License and AUP Agreement

Action items:

- A) Approve I.T. Liaison Commissioner as the authorized signee for the Boone County LPR License and AUP Agreement.
- B) Approve generic Boone County LPR License and AUP Agreement.

**BOONE COUNTY SHERIFF'S DEPARTMENT
LICENSE PLATE RECOGNITION DATA
(INQUIRY-ONLY DATA SHARING LICENSE AND ACCEPTABLE USE POLICY)**

THIS AGREEMENT dated the _____ day of _____, 20____, is made by and between Boone County, Missouri, herein County, and _____, Agency.

This License and Acceptable Use Policy (AUP) shall control Agency's access

WHEREAS, County maintains data on its servers retrieved through its deployment of Automated License Plate Recognition (LPR) Equipment in accordance with the policies and procedures adopted by the Boone County Sheriff; and

WHEREAS, law enforcement activities can be enhanced through the appropriate use of said LPR data; and

WHEREAS, County and Agency have the technical ability to limit dissemination of LPR data to only those members of law enforcement given clearance to access said data by County and Agency for legitimate, law-enforcement purposes;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **PROVISION OF INFORMATION.** County agrees to provide Agency access to its LPR data in order to allow Agency to make data inquiries of County's LPR data pursuant to logon protocols as arranged by County.
2. **USE OF INFORMATION.** Agency agrees to use LPR data only to assist with legitimate, law-enforcement activities and will not further disclose or reproduce said information to any third party.
3. **OWNERSHIP OF DATA.** At all times the LPR data maintained on County's servers shall remain the property of, and under the control of, County.
4. **SAFEGUARDING OF INFORMATION.** Agency agrees to use appropriate safeguards to prevent use or disclosure of the LPR data by anyone who does not have a legitimate, law-enforcement purpose and authority to access the same. Agency shall at all times safeguard all LPR data as a closed record pursuant to RSMo Sec. 610.100.3 and to protect such information from unnecessary disclosure in the same manner as it would its own confidential, law enforcement information which, if disclosed, would disclose techniques, procedures, or guidelines for law enforcement investigations. Agency agrees to report any unauthorized access to said LPR data to the other within a reasonable time after learning of any such unauthorized access. Further, Agency agrees to refer anyone requesting County's LPR data via a Sunshine Act or open records request to County, who retains ownership and control over the data. If, however, LPR data becomes involved in an active investigation, the Agency user should create a duplicate original of that particular data from the system and archive it as evidence in an appropriate form in the Agency's criminal investigative file.

5. **DATA ACCEPTED “AS IS”.** Agency accepts the LPR data from County “as is” without warranty of any kind, either express or implied. County is under no obligation to provide maintenance of the LPR data, and shall not be responsible for providing maintenance or for informing the other party that maintenance has been performed on the LPR data, or that the information provided in the LPR data has been updated or in any fashion changed.
6. **AGENCY CONNECTIVITY.** Agency will provide County with information necessary to facilitate access while preserving the security of County’s network. Connectivity will be provided via LAN to LAN IPSEC VPN tunnel or such other connection as County makes available.
7. **TERM.** The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and shall automatically renew for successive periods of one-year if not terminated as provided for herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. County may revoke or modify access to LPR data at any time in the sole discretion of the Boone County Sheriff.
8. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
9. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and Agency. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
10. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
11. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
12. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
13. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
14. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY

By: _____

Title: _____

Printed Name: _____

Dated: _____

BOONE COUNTY, MISSOURI

By: _____
Authorized Commissioner

Dated: _____

APPROVED – BCSD:

Dwayne Carey, Sheriff

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 25th day of June 20 15

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 grant application by the Sheriff's Department for the FY2015 Edward Byrne Memorial Justice Assistance Grant.

Done this 25th day of June, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



BOONE COUNTY SHERIFF'S DEPARTMENT
2121 County Drive, Columbia, MO 65202
573/875-1111 Fax 573/874-8953

MEMORANDUM

DATE: June 21, 2015
TO: Boone County Commission
FROM: Captain Chad Martin
SUBJECT: FY2015 Edward Byrne Memorial Justice Assistance Grant Application

Commissioners:

Under normal circumstances we get notified by e-mail when this grant opportunity opens for applications; however for some reason that did not occur this year.

On 6/19/2015 we checked the web site and learned the grant is open and due by 6/26/2015. We have reached out to the Columbia Police Department and asked for an expedited return of the necessary documents. As of today's date we do not have the grant narrative written for your review; however we need permission to apply as we hope to complete everything by Friday June 26th.

This is the same grant program which works off of a federal formula pertaining to crime statistics, to which they pair us as a disparate jurisdiction for a combined award. This year's grant award for the County of Boone and City of Columbia combined is \$38,139.00. We plan on splitting the award in the same 60/40 manner as we have in the past. A Memorandum of Understanding to split the award will be forthcoming (this document can be submitted after the application deadline). Boone County's portion of the award is \$15,255.60.

The Sheriff's Department will be applying for handheld two-way radio equipment. During preparatory discussions for this expedited process we learned the Columbia Police Department also intends to apply for handheld two-way radio equipment. Preliminary budget quotes for this application for our portion show less than a \$500 overage from the grant award amount. This should be able to be covered from savings that exists from similar equipment purchases in Department 2901 from this years operating budget.

Sincerely,

Captain Chad Martin

2015 MISSOURI LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2015 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: <https://www.bja.gov/Publications/JAGTechRpt.pdf>. For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction: (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. (2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings. Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MO	BOONE COUNTY	County	*	
MO	COLUMBIA CITY	Municipal	\$38,139	\$38,139
MO	BUCHANAN COUNTY	County	*	
MO	ST JOSEPH CITY	Municipal	\$25,305	\$25,305
MO	CAPE GIRARDEAU COUNTY	County	*	
MO	CAPE GIRARDEAU CITY	Municipal	\$19,483	\$19,483
MO	COLE COUNTY	County	*	
MO	JEFFERSON CITY CITY	Municipal	\$18,267	\$18,267
MO	GREENE COUNTY	County	*	
MO	SPRINGFIELD CITY	Municipal	\$124,093	\$124,093
MO	JACKSON COUNTY	County	*	
MO	GRANDVIEW CITY	Municipal	\$10,117	
MO	INDEPENDENCE CITY	Municipal	\$40,855	
MO	KANSAS CITY CITY	Municipal	\$448,141	\$499,113
MO	JASPER COUNTY	County	\$11,307	
MO	JOPLIN CITY	Municipal	\$20,234	\$31,541
MO	SCOTT COUNTY	County	*	
MO	SIKESTON CITY	Municipal	\$25,590	\$25,590
MO	TANEY COUNTY	County	*	
MO	BRANSON CITY	Municipal	\$11,825	\$11,825
MO	BERKELEY CITY	Municipal	\$13,817	
MO	JEFFERSON COUNTY	County	\$25,357	
MO	JENNINGS CITY	Municipal	\$12,782	
MO	ST CHARLES COUNTY	County	\$10,376	
MO	ST LOUIS CITY	Municipal	\$431,970	
MO	ST LOUIS COUNTY	County	\$79,925	
MO	UNIVERSITY CITY	Municipal	\$13,636	
	Local total		\$1,381,219	



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

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2015 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2015 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/15jagallocations.html. For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff.

For additional eligibility information, see section C. Eligibility Information.

Deadline

Applicants must register in OJP's Grants Management System (GMS) prior to submitting an application for this funding opportunity. Registration is required for all applicants, even those previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 8:00 p.m. eastern time on June 26, 2015.

For additional information, see "How to Apply" in Section D. Application and Submission Information.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 1-888-549-9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov. The GMS Support Hotline hours of operation are Monday-Friday from 6:00 a.m. to midnight eastern time, except federal holidays.

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail the BJA contact identified

below **within 24 hours after the application deadline** and request approval to submit their application. Additional information on reporting technical issues is found under "Experiencing Unforeseen GMS Technical Issues" in the How to Apply section.

For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email responsecenter@ncjrs.gov; fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. You may also contact your State Policy Advisor.

Release date: May 12, 2015

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2015 Local Solicitation (CFDA #16.738)

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. § 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

Program-Specific Information

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

*Please note that JAG funding may be utilized in support of:

- Systems upgrades (hardware/software), including potential upgrades necessary for state, territories, units of local government and/or tribes to come into compliance with the FBI's UCR Redevelopment Project (UCRRP).
- Developing or sustaining state compatible incident based reporting systems.

Goals, Objectives, and Deliverables

The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and semi-annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates.

- Integrating evidence into program, practice, and policy decisions within OJP and the field.
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's [CrimeSolutions.gov](http://www.crimesolutions.gov) web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

A useful matrix of evidence-based policing programs and strategies is available through the [Center for Evidence-Based Crime Policy](http://www.evidencebasedcrimepolicy.com) at George Mason University. In the reentry field, a summary of research-based reentry strategies is available on the National Reentry Resource Center's [What Works in Reentry Clearinghouse](http://www.whatworksinclearinghouse.com). BJA offers a number of program models designed to effectively implement evidence-based strategies including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense and Smart Prosecution. BJA encourages states to use JAG funds to support these "smart on crime" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

JAG Priority Areas

BJA recognizes that there are significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level. The following priorities represent key areas where BJA will focus nationally and invite each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership:

Reducing Gun Violence

Gun violence has touched nearly every state, county, city, town, and tribal government in America. In an effort to address this continuing need BJA encourages states and localities to invest valuable JAG funds in programs to: combat gun violence, enforce existing firearms laws, improve the process used to ensure that those prohibited from purchasing or owning guns are prevented from doing so, enhance reporting to the Federal Bureau of Investigation's (FBI) [National Instant Criminal Background Check System \(NICS\)](http://www.fbi.gov/nics) and provide active shooter response training to law enforcement officers and first responders.

While our nation has made great strides in reducing violent crime over the last decade, some municipalities and regions continue to experience unacceptable levels of violent crime at rates far in excess of the national average. In 2014, as part of BJA's longstanding commitment to support effective strategies to reduce violent crime, BJA launched the [Violence Reduction Network](http://www.violencereductionnetwork.com). By the end of FY 2015, 10 VRN sites, working with a broad network of federal, state, and local partners will be implementing data-driven evidence-based strategies to reduce deeply entrenched violent crime in those communities. SAAs and localities with VRN sites are strongly

encouraged to join the VRN and help address funding gaps in violence reduction efforts in those communities. For information on VRN, see www.bja.gov/Programs/VRN.html.

Body-Worn Cameras, Storage, and Policies

Over the past several years, law enforcement agencies across the country have begun equipping their officers with body-worn cameras (BWCs). The important benefits of BWCs, and the challenges in implementing BWC programs, are highlighted in several recent publications: see the Office of Justice Programs' Diagnostic Center report *Police Officer Body-Worn Cameras: Assessing the Evidence*, and the COPS Office and Police Executive Research Forum paper, *Implementing A Body-Worn Camera Program: Recommendations and Lessons Learned*.

JAG funding is an important potential source of funding for law enforcement agencies implementing new BWC programs or enhancing existing programs. JAG funds may be used to purchase BWCs and for costs associated with the BWC program, such as storage and policy development. Similarly, SAAs are encouraged to use either their Variable Pass-Through (VPT) or their "less than \$10,000" funding that is added into the state award to set aside funds to assist small departments in implementing BWC programs.

Agencies using JAG funds to purchase BWC equipment or to implement or enhance BWC programs should, as a best practice, have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. Officers, prosecutors, defenders, victims and privacy advocates, and community groups should be consulted early in the BWC policy development process to guide and inform policy and procurement decisions. BJA plans to release a BWC Toolkit and web site in spring 2015 that will share model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

Recidivism Reduction, Pretrial Reform, and Justice System Realignment

In this time of fiscal austerity and smaller state and local budgets, reducing unnecessary incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision of non-violent offenders coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pretrial services programs. The use of validated risk assessment tools to inform pre-trial release decisions is critical. For a variety of resources, or to request BJA supported technical assistance from the Pretrial Justice Institute, see www.pretrial.org. Another priority for JAG funding is to support innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts.

Another promising approach to justice systems reform is the Justice Reinvestment Initiative (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 17 states and 17 local governments are working to control spiraling incarceration costs through JRI and reinvesting in evidence-based criminal justice programs and strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. (See the Urban Institute's Justice Reinvestment Initiative State Assessment Report.)

Indigent Defense

Another key priority area is support for indigent defense. BJA continues to encourage states and SAAs to use JAG funds to support the vital needs of the indigent defense community, as

indigent defense reform continues to be a concern that needs to be addressed across the nation. In 2002, the American Bar Association (ABA) published Ten Principles of a Public Defense Delivery System which represent fundamental building blocks for implementing quality legal representation for indigent defendants.

Improving Mental Health Services

Disproportionate numbers of people with mental illness are involved in the criminal justice system often as a result of untreated or undertreated mental illness. This is an issue that impacts numerous facets of the criminal justice system. BJA encourages states to utilize JAG funding in support of programs and policy changes aimed at the following: identifying and treating people with severe mental illness before they reach crisis point; training law enforcement and correctional officers on mental health and mental health related crisis-intervention; increasing justice system diversion strategies to divert offenders with mental illness from unnecessary arrest and incarceration to more appropriate and cost-effective community-based treatment and supervision; mental health courts, allowing inmates to continue psychotropic medication in jails; and improving oversight of mental health care in jails, increasing post-jail housing options and enhancing community mental health services. (See Adults with Behavioral Health Needs under Correctional Supervision.) BJA provides technical assistance to states with increasing access to health care benefits. Information can be found at: www.bjatrain.org.

B. Federal Award Information

BJA estimates that it will make up to 1,100 Local and 56 State/Territory awards totaling an estimated \$255.7 million.

Awards of at least \$25,000 are 4 years in length, and award periods will be from October 1, 2014 through September 30, 2018. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no less than 30 days prior to the grant end date.

Awards of less than \$25,000 are 2 years in length, and award periods will be from October 1, 2014 through September 30, 2016. Extensions of up to 2 years can be requested for these awards via GMS no less than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Eligible allocations under JAG are posted annually on BJA's JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

Type of Award¹

BJA expects that it will make any award from this solicitation in the form of a grant.

JAG awards are based on a statutory formula as described below:

¹ See generally 31 U.S.C. §§ 6301-6305 (defines and describes various forms of federal assistance relationships, including grants and cooperative agreements (a type of grant)).

Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state's 3-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Financial Management and System of Internal Controls

If selected for funding, the award recipient must:

(a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.

(c) Evaluate and monitor the non-federal entity's compliance with statute, regulations and the terms and conditions of federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

In order to better understand administrative requirements and cost principles, award applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training available [here](#).

Budget Information

Administrative Funds – A unit of local government may use up to 10 percent of the award, including interest, for costs associated with administering JAG funds.

Disparate Certification – A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Supplanting – Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA's JAG web page for examples of supplanting.

Leveraging of Grant Funds – Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

Trust Fund – Units of Local government may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw-down on a reimbursement basis rather than in advance.

Prohibited and Controlled Uses – JAG funds may only be expended within the JAG purpose areas. Within these purpose areas JAG funds may not be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety. In addition, JAG funds may not be used directly or indirectly to purchase items listed at: www.bja.gov/Funding/JAGControlledPurchaseList.pdf.

This JAG controlled purchase list represents a combination of BJA controlled items and those controlled under the Executive Order on “Federal Support for Local Law Enforcement Equipment Acquisition” that was signed on January 16, 2015. Pursuant to Executive Order 13688 (Federal Support for Local Law Enforcement Equipment Acquisition), a federal inter-agency working group has been charged with, among other things, ‘developing a consistent Government-wide list of controlled equipment allowable for acquisition by LEAs, as well as a list of those items that can only be transferred with special authorization and use limitations.’ The working group’s recommendations, which are due to be delivered to the President in mid-May, may alter the BJA controlled items list. Grantees are reminded that they must follow the most current version of the controlled items list in order to purchase the equipment.

No items on this list can be purchased without first submitting a detailed justification that supports the need for this equipment. Applicants must show both extraordinary and exigent circumstances that require the purchase of such equipment. Upon approval from the BJA Director, this equipment may be purchased with JAG funds. Grantees are **strongly encouraged** to submit this justification at the time of application. In particular, any justification that cannot show the exigent nature of the purchase and why it could not be submitted at time of application will not be approved.

Please note that the Controlled Equipment List also includes items that are strictly prohibited under JAG.

Additional information on JAG controlled and prohibited items, along with the process for requesting a waiver to obtain BJA certification for any controlled item, can be found within the JAG FAQs: www.bja.gov/Funding/JAGFAQ.pdf.

Cost Sharing or Match Requirement

This solicitation does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

Pre-Agreement Cost Approvals

OJP does not typically approve pre-agreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. If approved, pre-agreement costs could be paid from grant funds consistent with a grantee’s approved budget, and under applicable cost standards. However, all such costs prior to award and prior to approval of the costs are incurred at the sole risk of an applicant. Generally, no applicant should incur project costs before submitting an application requesting federal funding for those costs. Should there be extenuating circumstances that appear to be appropriate for OJP’s consideration as pre-agreement costs, the applicant should contact the point of contact listed on the title page of this announcement for details on the requirements for submitting a written request for approval. See the section on Costs Requiring Prior Approval in the [Financial Guide](#), for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully – before submitting an application – the OJP policy and guidance on conference approval, planning, and reporting available at www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most such costs for cooperative

agreement recipients and of some such costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section under "Solicitation Requirements" in the [QJP Funding Resource Center](#).

Other JAG Requirements

Body Armor Certification

- Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program.
- The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#).
- JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match.
- Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2015 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification **must** be signed by the Authorized Representative and **must** be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center vests@usdoj.gov or toll free at 1-877-758-3787.

A copy of the certification related to the mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Interoperable Communications

Grantees (including subgrantees) that are using FY 2015 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) must ensure:

- Compliance with the FY 2015 SAFECOM Guidance on Emergency Communications Grants (including provisions on technical standards that ensure and enhance interoperable communications).
- Adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band.
- Projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov.
- All communications equipment purchased with grant award funding (plus the quantity purchased of each item) is identified during quarterly performance metrics reporting.

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantees shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

JAG Showcase

The JAG Showcase was designed to identify and highlight JAG projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. BJA has now expanded the concept of the JAG Showcase to other BJA grant programs and created a new BJA Success Story web page. This web page will be a valuable resource for states, localities, territories, tribes and criminal justice professionals who seek to identify and learn about JAG and other successful BJA funded projects linked to innovation, crime reduction, and evidence based practices.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. If you have a JAG Success Story you would like to submit, sign in to your My BJA account to access the Success Story Submission form. If you do not have a My BJA account, please Register. Once you register, one of the available areas on your *My BJA* page will be "My Success Stories." Within this box, you will see an option to add a *Success Story*.

Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page.

C. Eligibility Information

For eligibility information, please see the Title Page.

Cost Sharing or Match Requirement

For additional information on cost sharing or match requirement, see Section B. Federal Award Information.

Limit on Number of Application Submissions

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. For more information on system-validated versions, see How to Apply.

D. Application and Submission Information

What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Applicants may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant submits only one budget document, it must contain **both** narrative and detail information. Please review the "Note on File Names and File Types" under How to Apply to be sure applications are submitted in permitted formats.

Refer to the BJA Grant Writing and Management Academy and OJP's Grants 101 for an overview of what should be included in each application requirement. These trainings can be found at bj.ncjrs.gov/gwma/index.html and www.ojp.gov/grants101/.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., "Program Narrative," "Budget Detail Worksheet and Budget Narrative," "Timelines," "Memoranda of Understanding," "Resumes") for all attachments. Also, OJP recommends that applicants include resumes in a single file.

Failure to submit the required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant's profile to populate the fields on this form.

Intergovernmental Review: This funding opportunity is subject to Executive Order 12372. Applicants may find the names and addresses of their state's Single Point of Contact (SPOC) at the following web site: www.whitehouse.gov/omb/grants_spoc/. Applicants whose state appears on the SPOC list must contact their state's SPOC to find out about, and comply with, the state's process under Executive Order 12372. In completing the SF-424, applicants whose state appears on the SPOC list are to make the appropriate selection in response to question 19 once the applicant has complied with their state's E.O. 12372 process. (Applicants whose state does not appear on the SPOC list are to make the appropriate selection in response to question 19 to indicate that the "Program is subject to E.O. 12372 but has not been selected by the State for review.")

2. Project Abstract

Applications should include a high-quality project abstract that summarizes the proposed project in 400 words or less. Project abstracts should be—

- Written for a general public audience and submitted as a separate attachment with "Project Abstract" as part of its file name.
- Include applicant name, title of the project, a brief description of the problem to be addressed and the targeted area/population, project goals and objectives, and a description of the project strategy, any significant partnerships and anticipated outcomes.
- Identify up to 5 project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

As a separate attachment, the project abstract will **not** count against the page limit for the program narrative.

3. Program Narrative

Applicants **must** submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

A plan for collecting the data required for this solicitation's performance measures should also be included. To assist the Department with fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants that receive funding under this solicitation must provide data that measure the results of their work done under this solicitation. **Quarterly accountability metrics reports must be submitted through BJA's PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf.**

Submission of accountability measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for accountability measures.

Note on Project Evaluations

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "Research and the Protection of Human Subjects" section of the [OJP Funding Resource Center Web page \(www.ojp.gov/funding/Explore/SolicitationRequirements/EvidenceResearchEvaluationRequirements.htm\)](http://www.ojp.gov/funding/Explore/SolicitationRequirements/EvidenceResearchEvaluationRequirements.htm). Applicants whose proposals may involve a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that Web page.

4. Budget Detail Worksheet and Budget Narrative

a. Budget Detail Worksheet

A sample Budget Detail Worksheet can be found at www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf. Applicants that submit their budget in a different format should include the budget categories listed in the sample budget worksheet.

For questions pertaining to budget and examples of allowable and unallowable costs, see the Financial Guide at www.ojp.gov/financialguide/index.htm.

b. Budget Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project

activities). This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas.

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should be broken down by year.

c. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold

If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at \$150,000, the application should address the considerations outlined in the Financial Guide.

d. Pre-Agreement Costs

For information on pre-agreement costs, see “Pre-Agreement Cost Approvals” under Section B. Federal Award Information

5. Indirect Cost Rate Agreement (if applicable)

Indirect costs are allowed only if the applicant has a current federally approved indirect cost rate. (This requirement does not apply to units of local government.) Attach a copy of the federally approved indirect cost rate agreement to the application. Applicants that do not have an approved rate may request one through their cognizant federal agency, which will review all documentation and approve a rate for the applicant organization, or, if the applicant’s accounting system permits, costs may be allocated in the direct cost categories. For the definition of Cognizant Federal Agency, see the “Glossary of Terms” in the Financial Guide. For assistance with identifying your cognizant agency, please contact the Customer Service Center at 1-800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf.

6. Tribal Authorizing Resolution (if applicable)

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action

without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants unable to submit an application that includes a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe's governance structure, should, at a minimum, submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, BJA will make use of and access to funds contingent on receipt of the fully-executed legal documentation.

7. Applicant Disclosure of High Risk Status

Any applicants currently designated as high risk by another federal grant making agency must disclose that status. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated high risk by another federal grant making agency, you must email the following information to OJPComplianceReporting@usdoj.gov at the time of application submission:

- The federal agency that currently designated the applicant as high risk
- Date the applicant was designated high risk
- The high risk point of contact name, phone number, and email address, from that federal agency
- Reasons for the high risk status

OJP seeks this information to ensure appropriate federal oversight of any grant award. Unlike the Excluded Parties List, this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

8. Additional Attachments

a. Review Narrative

Applicants **must** submit information documenting that the date the JAG application was made available for review by the governing body of the state, or to an organization designated by that governing body, not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens prior to application submission to the extent applicable law or established procedures make such opportunity available.

Below are notification language templates that can be utilized in completing this section of the application.

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to the (**provide name of governing body**) for its review and comment on (**provide date**); or intends to do so on (**provide date**).

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to citizens for comment prior to application submission by (**provide means of**

notification); or the application has not yet been made available for public review/comment.

b. Memorandum of Understanding (if applicable)

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU must be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

c. Applicant Disclosure of Pending Applications

Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to State agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name
- The point of contact information at the applicable funding agency.

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Applicants should include the table as a separate attachment, with the file name "Disclosure of Pending Applications," to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., "[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same

project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.”).

d. Research and Evaluation Independence and Integrity

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity, both in this proposal and as it may relate to the applicant's other current or prior related projects. This documentation may be included as an attachment to the application which addresses BOTH i. and ii. below.

i. For purposes of this solicitation, applicants must document research and evaluation independence and integrity by including, at a minimum, one of the following two items:

a. A specific assurance that the applicant has reviewed its proposal to identify any research integrity issues (including all principal investigators and sub-recipients) and it has concluded that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of part of its staff, consultants, and/or sub-recipients responsible for the research and evaluation or on the part of the applicant organization;

OR

b. A specific listing of actual or perceived conflicts of interest that the applicant has identified in relation to this proposal. These conflicts could be either personal (related to specific staff, consultants, and/or sub-recipients) or organizational (related to the applicant or any subgrantee organization). Examples of potential investigator (or other personal) conflict situations may include, but are not limited to, those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.

ii. In addition, for purposes of this solicitation applicants must address the issue of possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:

a. If an applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative

explanation of how and why it reached that conclusion. Applicants MUST also include an explanation of the specific processes and procedures that the applicant will put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or sub-recipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

OR

- b. If the applicant has identified specific personal or organizational conflicts of interest in its proposal during this review, the applicant must propose a specific and robust mitigation plan to address conflicts noted above. At a minimum, the plan must include specific processes and procedures that the applicant will put in place to eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or sub-recipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

Considerations in assessing research and evaluation independence and integrity will include, but are not be limited to, the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

9. Financial Management and System of Internal Controls Questionnaire

In accordance with 2 CFR 200.205, Federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a Federal award. To facilitate part of this risk evaluation, **all** applicants (other than an individual) are to download, complete, and submit this form.

10. Disclosure of Lobbying Activities

Any applicant that expends any funds for lobbying activities is to provide the detailed information requested on the form, Disclosure of Lobbying Activities (SF-LLL).

How to Apply

Applicants must submit applications through the Grants Management System (GMS), which provides cradle to grave support for the application, award, and management of awards at OJP. Applicants **must register in GMS for each specific funding opportunity**. Although the registration and submission deadlines are the same, OJP urges applicants to **register promptly**, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.gov/qmscbt/. Applicants that experience technical difficulties during this process should e-mail GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), Monday – Friday from 6:00 a.m. to midnight, Eastern Time, except federal holidays. OJP recommends that applicants **register promptly** to prevent delays in submitting an application package by the deadline.

Note on File Types: GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

OJP may not make a federal award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements. If an applicant has not fully complied with the requirements by the time the federal awarding agency is ready to make a federal award, the federal awarding agency may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

All applicants should complete the following steps:

- 1. Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.
- 2. Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status.

Information about SAM registration procedures can be accessed at www.sam.gov.
- 3. Acquire a GMS username and password.** New users must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](#) home page. For more information on how to register in GMS, go to www.ojp.gov/gmscbt.
- 4. Verify the SAM (formerly CCR) registration in GMS.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.
- 5. Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select BJA and the **FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**.
- 6. Register by selecting the “Apply Online” button associated with the funding opportunity title.** The search results from step 5 will display the funding opportunity title along with the registration and application deadlines for this funding opportunity. Select the “Apply Online” button in the “Action” column to register for this funding opportunity and create an application in the system.

7. **Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application **at least 72 hours prior** to the application due date.

Note: Duplicate Applications

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. See Note on “File Names and File Types” under How to Apply.

Experiencing Unforeseen GMS Technical Issues

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must contact the GMS Help Desk or the SAM Help Desk to report the technical issue and receive a tracking number. Then the applicant must e-mail the BJA contact identified in the Contact Information section of this solicitation **within 24 hours after the application deadline** and request approval to submit their application. The e-mail must describe the technical difficulties and include a timeline of the applicant’s submission efforts, the complete grant application, the applicant’s DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA does not approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant’s request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- Failure to register in SAM or GMS in sufficient time
- Failure to follow GMS instructions on how to register and apply as posted on the GMS web site
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant’s computer or information technology environment, including firewalls

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page at www.ojp.gov/funding/Explore/CurrentFundingOpportunities.htm.

E. Application Review Information

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will also review applications to ensure statutory requirements have been met.

OJP reviews applications for potential awards to evaluate the risks posed by applicants before they receive an award. This review may include but is not limited to the following:

1. Financial stability and fiscal integrity
2. Quality of management systems and ability to meet the management standards prescribed in the Financial Guide
3. History of performance
4. Reports and findings from audits
5. The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-federal entities

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices

OJP award notification will be sent from GMS. Recipients will be required to login; accept any outstanding assurances and certifications on the award; designate a financial point of contact; and review, sign, and accept the award. The award acceptance process involves physical signature of the award document by the authorized representative and the scanning of the fully-executed award document to OJP.

Administrative, National Policy, and other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the agency-approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements, including but not limited to OMB, DOJ or other federal regulations which will be included in the award, incorporated into the award by reference, or are otherwise applicable to the award. OJP strongly encourages prospective applicants to review the information pertaining to these requirements **prior** to submitting an application. To assist applicants and recipients in accessing and reviewing this information, OJP has placed pertinent information on its [Solicitation Requirements](#) page of the [OJP Funding Resource Center](#) webpages.

Please note in particular the following two forms, which applicants must accept in GMS prior to the receipt of any award funds, as each details legal requirements with which applicants must provide specific assurances and certifications of compliance. Applicants may view these forms in the Apply section of the [OJP Funding Resource Center](#) and are strongly encouraged to review and consider them carefully prior to making an application for OJP grant funds.

- [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#)
- [Standard Assurances](#)

Upon grant approval, OJP electronically transmits (via GMS) the award document to the prospective award recipient. In addition to other award information, the award document contains award terms and conditions that specify national policy requirements² with which recipients of federal funding must comply; uniform administrative requirements, cost principles,

² See generally 2 C.F.R. 200.300 (provides a general description of national policy requirements typically applicable to recipients of federal awards, including the Federal Funding Accountability and Transparency Act of 2006 (FFATA)).

and audit requirements; and program-specific terms and conditions required based on applicable program (statutory) authority or requirements set forth in OJP solicitations and program announcements, and other requirements which may be attached to appropriated funding. For example, certain efforts may call for special requirements, terms, or conditions relating to intellectual property, data/information-sharing or -access, or information security; or audit requirements, expenditures and milestones, or publications and/or press releases. OJP also may place additional terms and conditions on an award based on its risk assessment of the applicant, or for other reasons it determines necessary to fulfill the goals and objectives of the program.

Prospective applicants may access and review the text of mandatory conditions OJP includes in all OJP awards, as well as the text of certain other conditions, such as administrative conditions, via OJP's [Mandatory Award Terms and Conditions](#) page of the [OJP Funding Resource Center](#).

General Information about Post-Federal Award Reporting Requirements

Recipients must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, an annual audit report in accordance with 2 CFR Part 200, if applicable, and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System ([FSRS](#)) as necessary. Future awards and fund drawdowns may be withheld if reports are delinquent.

Special Reporting requirements may be required by OJP depending on the statutory, legislative or administrative requirements of the recipient or the program.

G. Federal Awarding Agency Contact(s)

For additional Federal Awarding Agency Contact(s), see Title Page.

For additional contact information for GMS, see the Title page.

H. Other Information

Provide Feedback to OJP

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

IMPORTANT: This e-mail is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or e-mail listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please e-mail your resume to ojppeerreview@lmbps.com. The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2015 Local Solicitation

This application checklist has been created to assist in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- _____ Acquire a DUNS Number (see page 21)
- _____ Acquire or renew registration with SAM (see page 21)

To Register with GMS:

- _____ For new users, acquire a GMS username and password* (see page 21)
- _____ For existing users, check GMS username and password* to ensure account access (see page 21)
- _____ Verify SAM registration in GMS (see page 21)
- _____ Search for correct funding opportunity in GMS (see page 21)
- _____ Select correct funding opportunity in GMS (see page 21)
- _____ Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 21)
- _____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 22)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

General Requirements:

- _____ Review [Solicitation Requirements](#) webpage in the OJP Funding Resource Center.

Scope Requirement:

- _____ The federal amount requested is within the allowable limit(s) of the FY 2015 JAG Allocations List as listed on BJA's [JAG web page](#)

Eligibility Requirement:

- _____ State/Territory listed as the legal name on the application corresponds with the eligible State/Territory listed on BJA's [JAG web page](#)

What an Application Should Include:

- _____ Application for Federal Assistance (SF-424) (see page 14)
- _____ Project Abstract (see page 14)
- _____ Program Narrative (see page 14)
- _____ Budget Detail Worksheet (see page 15)
- _____ Budget Narrative (see page 15)
- _____ Read OJP policy and guidance on conference approval, planning, and reporting

available at

www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm

(see page 10)

- _____ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 20)
- _____ Indirect Cost Rate Agreement (if applicable) (see page 16)
- _____ Tribal Authorizing Resolution (if applicable) (see page 16)
- _____ Applicant Disclosure of High Risk Status (see page 16)
- _____ Additional Attachments
 - _____ Review Narrative (see page 17)
 - _____ Applicant Disclosure of Pending Applications (see page 18)
 - _____ Research and Evaluation Independence and Integrity (see page 19)
- _____ Financial Management and System of Internal Controls Questionnaire (if applicable) (see page 20)



STANDARD ASSURANCES

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

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.


Signature Date

6-25-15
Date

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

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

1. LOBBYING

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

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

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

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

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

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

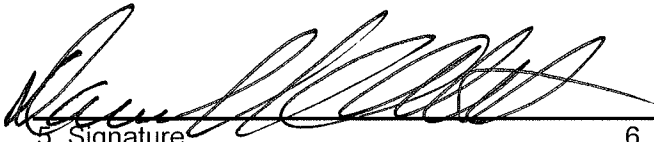
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name:

3. Grantee IRS/Vendor Number _____

4. Type/Print Name and Title of Authorized Representative

 6/25/15
5. Signature 6. Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 25th day of June 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers and Courthouse Plaza by Mid-Missouri Peaceworks as follows:

- September 11, 2015 – 6:00 p.m. to 8:30 p.m.
- September 20, 2015 – 12:00 p.m. to 5:00 p.m.

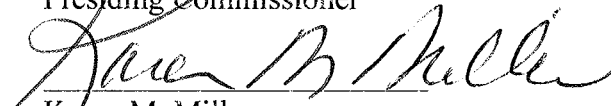
Done this 25th day of June, 2015.

ATTEST:

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



Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Janet M. Thompson
 District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use the Roger B. Wilson Boone County Government Center conference rooms or Centralia Satellite Office as follows:

Organization: Mid-Missouri Peaceworks

Address: 804-C E. Broadway

City: Columbia State: MO ZIP Code: 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim Position in Organization: Director

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Indoor rain site for 9/11 Commemoration, No More Victims

Description of Use (ex. Speaker, meeting, reception): Memorial Gathering

Date(s) of Use: 9/11/15

Start Time of Setup: 6:00 p.m. AM/PM Start Time of Event: 7:00 p.m. AM/PM

End Time of Event: 8:00 p.m. AM/PM End Time of Cleanup: 8:30 p.m. AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Mark Haim/Director

Phone Number: 573-875-0539 Date of Application: 6/9/15

Email Address: mail@midmopeaceworks.org

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

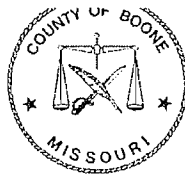
ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 6-25-15



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

Organization: Mid-Missouri Peaceworks

Address: 804-C E. Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim

Position in Organization: Director

Address: Same as above

City: _____ State: _____ ZIP Code _____

Phone: _____ Email: mail@midmopeaceworks.org

Event: 9/11 Commemoration, No More Victims

Description of Use (ex. Concert, speaker, 5K): Memorial Gathering

Date(s) of Use: 9/11/15

Start Time of Setup: 6:00 p.m. AM/PM

Start Time of Event: 7:00 p.m. AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 8:00 p.m. AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 8:30 p.m. AM/PM

Emergency Contact During Event: Ruth Schaefer Phone: 573-864-6849

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: _____

E-mails, Facebook event, PSAs to media, no promoters

40-50

How many attendees (including volunteers) do you anticipate being at your event? _____

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. _____

This is a small event and, in the unlikely event that we need to evacuate the area, we would simply encourage participants to walk away in an orderly fashion, and would assist any with mobility issues. _____

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees): _____

N.A.

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ #minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event? Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Mark Haim, Director

Address: 804-C E. Broadway, Columbia, MO 65201

Phone Number: 573-875-0539 Date of Application: 6/9/15

Email Address: mail@midmopeaceworks.org

Signature: 

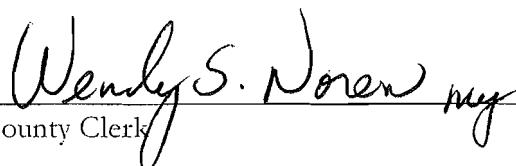
Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.


PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

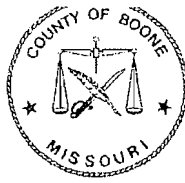
ATTEST:

BOONE COUNTY, MISSOURI


County Clerk


County Commissioner

DATE: 6-25-15



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use the Roger B. Wilson Boone County Government Center conference rooms or Centralia Satellite Office as follows:

Organization: Mid-Missouri Peaceworks

Address: 804-C E. Broadway

City: Columbia State: MO ZIP Code: 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim Position in Organization: Director

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Rain site for Walk for the Climate, Walkathon Kick-off

Description of Use (ex. Speaker, meeting, reception): Short gathering with some speakers

Date(s) of Use: 9/20/15

Start Time of Setup: 12 noon AM/PM Start Time of Event: 1:30 p.m. AM/PM

End Time of Event: 4:00 p.m. AM/PM End Time of Cleanup: 5:00 p.m. AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Mark Haim/Director

Phone Number: 573-875-0539 Date of Application: 6/9/15

Email Address: mail@midmopeaceworks.org

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 6-25-15



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

Organization: Mid-Missouri Peaceworks

Address: 804-C E. Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim

Position in Organization: Director

Address: Same as above

City: _____ State: _____ ZIP Code _____

Phone: _____ Email: mail@midmopeaceworks.org

Event: Walk for the Climate, Walkathon Kick-off

Description of Use (ex. Concert, speaker, 5K): Short gathering with some speakers

Date(s) of Use: 9/20/15

Start Time of Setup: 12 noon AM/PM

Start Time of Event: 1:30 p.m. AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 4:00 p.m. AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 5:00 p.m. AM/PM

Emergency Contact During Event: Ruth Schaefer Phone: 573-864-6849

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: _____

E-mail, Facebook, PSAs to media, etc. No promoters.

How many attendees (including volunteers) do you anticipate being at your event? 75
If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

This is a small event and, in the unlikely event that we need to evacuate the area, we would simply encourage participants to walk away in an orderly fashion, and would assist any with mobility issues.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

N.A.

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ # minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?
 Yes No

If yes, please provide the following:

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Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

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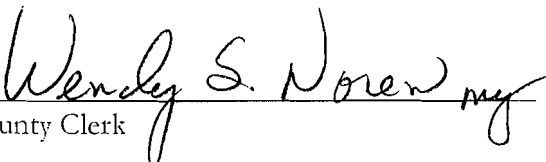
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PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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ATTEST:


County Clerk

BOONE COUNTY, MISSOURI


County Commissioner

DATE: 6-25-15

CERTIFIED COPY OF ORDER

June Session of the April Adjourned

Term. 20¹⁵

STATE OF MISSOURI }
County of Boone } ea.

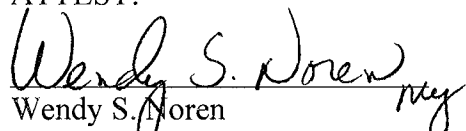
In the County Commission of said county, on the 25th day of June 20¹⁵

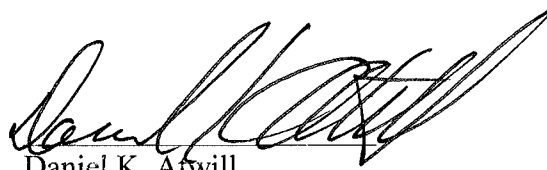
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, June 30, 2015, at 2:00 p.m. The meeting will be held in the Conference Room 301 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

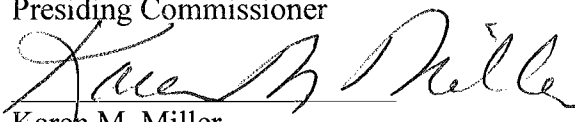
Done this 25th of June, 2015.

ATTEST:

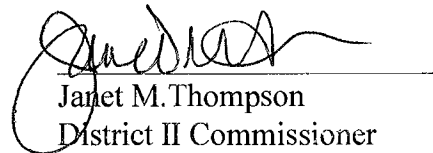

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner