CERTIFIED COPY OF ORDER

STATE OF MISSOURI	٦
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October Session of the October Adjourned Term. 20 06

County of Boone

In the County Commission of said county, on the

12th day of October 20 06

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

AN ORDER ORDERING THE PROJECT, BROWN STATION SANITARY SEWER NEIGHBORHOOD IMPROVEMENT DISTRICT IMPROVEMENTS TO BE MADE AND AUTHORIZING THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, TO OBTAIN FINANCING, REIMBURSE ITSELF AND RECORD WITH RECORDER OF DEEDS.

WHEREAS, pursuant to Sections 67.453 to 67.475, inclusive, RSMo, named the Neighborhood Improvement District Act (the "Act"), the County Commission of Boone County, Missouri has heretofore determined that Brown Station Sanitary Sewer Neighborhood Improvement District Project to be advisable and ordered plans and specifications for the Project to be prepared by Commission Order_____; and

WHEREAS, plans and specifications for said Project, including the estimated cost, were submitted to the County Commission, an assessment roll was prepared and, pursuant to notice duly given, a hearing was held on the proposed improvements and assessments:

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI:

Section 1. The plans and specifications for the Brown Station Sanitary Sewer Neighborhood Improvement District Project, providing for an estimate cost of \$102,074.30 will be assessed against property benefited by the improvements, are hereby determined to be final and complete and the improvements described therein are ordered to be made.

Section 2. The County of Boone expects to make expenditures on and after the date of passage of this Order in connection with the Project, and the County of Boone intends to reimburse itself for such expenditures with the proceeds of notes or bonds of the County of Boone. The maximum principal amount of notes or bonds expected to be issued for the Project is $\frac{127,592.88}{2}$.

Section 3. The County of Boone hereby authorizes the Treasurer to issue temporary notes pursuant to the Act to finance the costs of the Project until the Project is completed and final costs are determined for the purpose of making assessments against the owners of property within the district.

Section 4. This Order and the proposed assessment roll for the Project, a copy of which is attached hereto as Exhibit A, is ordered and directed to be filed by the Clerk of Boone County, in the real estate records of the Recorder of Deeds of Boone County, Missouri.

Section 5. This Order shall be in full force and effect from and after its passage.

PASSED and APPROVED by the County Commission of Boone County this 12^{th} day of October, 2006.

Keith Schnarre

PresidingCommissioner

rilo are

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

On this <u>12th</u> day of <u>October 2006</u>, before me personally appeared <u>Keith Schnarre</u>, <u>Karen M.</u> <u>Miller</u> and <u>Skip Elkin</u>, who after being duly sworn upon their oath did state, affirm and acknowledge that they are the duly elected County Commissioners of the County of Boone, a political Subdivision in the State of Missouri, that they executed the within instrument on behalf of said County as their free act and deed pursuant to the authority vested in them to execute said instrument on behalf of said County as authorized by law and they executed the same for the purposes therein stated. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at my office in <u>Columbia</u> <u>Mo</u>, the day and year last above written.

Notary Public

My Commission expires: May 26

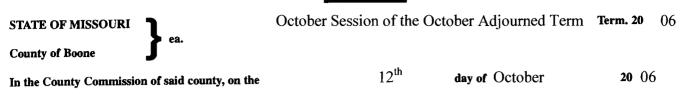
DIANE K. BUCHMANN Notary Public – Notary Seal State of Missouri County of Boone My Commission Expires May 26, 2007

Attest: Wendy S. Noren

Clerk of the County Commission

410-2006

CERTIFIED COPY OF ORDER



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

Now on this day the County Commission of the County of Boone does hereby award 74-03OCT06 Audio/Visual Equipment & Installation to D & M Sound. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 12th day of October, 2006.

Keith Schnarre

Presiding Commissioner

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Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST:

Wendy S. Moren Clerk of the County Commission

Commission Order # 4/0 - 2006

PURCHASE AGREEMENT FOR AUDIO/VISUAL EQUIPMENT & INSTALLATION

THIS AGREEMENT dated the <u>12</u> day of <u>UCHOR</u> 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **D & M Sound**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Audio/Visual Equipment & Installation, bid number **74-03OCT06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated October 3, 2006 and executed by Anne Moore, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. *Purchase* - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:

٠	Item 4.8.1. – Sanyo XT 16 Commercial Projector	\$3,795.00
٠	Item 4.8.2. – Long Throw (3.5-6.0) Projector Lens	\$1,850.00
٠	Item 4.8.3. – Altinex Multi-Tasker Matrix Switch	\$1,150.00
٠	Item 4.8.4. – Sony RDR-VX515 DVD Recorder/VCR Combo Unit	\$298.00
٠	Item 4.8.5. – Installation	\$1,200.00
٠	For a total cost of	\$8,293.00

3. **Delivery** - Contractor agrees to complete the installation per the bid specifications and within 30 days after receipt of the order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Information Technology Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due. 5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

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

D∕& M SOUŃ by title esiden

TO FORM: APPRO County Counselor

BOONE COUNTY, MISSOURI

ounty Commission

Keith Schnarre, Presiding Commissioner

ATTEST:

AUDITOR CERTIFICATION

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

2010/91301 - \$8,293.00 10/7/04 Vitchford Nby cg Signature Date Appropriation Account

County o	of Boone	Purchasing Department
	Response Form	
4.1.	Company Name: THAN SOUND	
4.2.	Address: 20.(SRA	
4.3.	City/Zip:	
4.4.	Phone Number: 5734493933	
4.5.	Fax Number: (734990959	ſ
4.6.	E-Mail Address: <u>amoore</u> , <u>d</u> <u>M</u> <u>Sound</u> <u>B</u> <u>C</u> <u>eutury</u> te(.7 Federal Tax ID:	ret
4.7.	Federal Tax ID: 431176815	
4.7.1.	() Corporation	
	() Partnership - Name	
	() Individual/Proprietorship - Individual Name	
	() Other (Specify)	

4.8. PRICING

		Firm, Fixed Price
4.8.1.	Sanyo XT 16 Commercial Projector	\$ 3795700
4.8.2.	Long Throw (3.5-6.0) Projector Lens	\$ 1850.00
4.8.3.	Altinex Multi-Tasker Matrix Switch (4 x 2 VGA and composite)	\$ 1150.00
4.8.4.	Sony RDR-VX515 DVD Recorder/VCR Combo Unit	\$ 298.00
4.8.5.	Installation per Section 2.3	\$ / 200.00
4.8.6.	TOTAL	\$ 8293.00

4.9. Describe Warranty-Features:

am 0 70 NOUTO

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

Authorized Representative (Sign By Hand): 4.10.1. 306 Date: 1 Bid # Ŧ06 Page 6

4.10.2. Print Name and Title of Authorized Representative

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RESIDENT + JE 100RC

- 4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
- 4.12. Installation will be completed within ______ days after issuance of the notice to proceed.



Request For Bid (RFB)

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

<u>Heather Turner, Senior Buyer</u> 573/886-4392 - FAX 573/886-4390 Email: hturner@boonecountymo.org

Did Number	Bid Data
	74-03OCT06
Commodity fille.	Audio/Visual Equipment and Installation
DIRECT BID FORMAT O	R SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT
	Bid Submission Address and Deadline
Day / Date:	TUESDAY, OCTOBER 3, 2006
Time:	1:30 PM (Bids received after this time will be returned unopened)
Location / Mail Address:	Boone County Purchasing Department
	Boone County Johnson Building
	601 E. Walnut, Room 209
	Columbia, MO 65201
Directions:	The Johnson Building is located on the Northeast corner at 6 th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.
	Bid Opening
Day / Date:	TUESDAY, OCTOBER 3, 2006
Time:	1:30 PM
Location / Address:	Boone County Johnson Building Conference Room
	601 E. Walnut, Room 213
	Columbia, MO 65201
	Bid Contents
1.0:	Introduction and General Terms and Conditions of

Bidding

- 2.0: **Primary Specifications**
- 3.0: Response Presentation and Review
- 4.0: Response Form Standard Terms and Conditions "No Bid" Form

1.	Introduction and General Conditions of Bidding
1.1.	INVITATION - The County of Boone, through its Purchasing Department, invites responses, which offer to provide
	the goods and/or services identified on the title page, and described in greater detail in Section 2.
1.2.	DEFINITIONS
1.2.1.	County - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun
	for various subsets of the County organization, including, as the context will indicate:
	Purchasing - The Purchasing Department, including its Purchasing Director and staff.
	Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the
	end user/s of the goods and/or services sought.
	Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract
	performance.
1.2.2.	Bidder / Contractor / Supplier - These terms refer generally to businesses having some sort of relationship to or
	with us. The term may apply differently to different classes of entities, as the context will indicate.
	Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which
	express interest in this bid, but which do not submit a response, have no obligations with respect to the bid
	requirements.
	Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County.
	The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
	Supplier - All business/s entities which may provide the subject goods and/or services.
100	Bid - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The
1.2.3.	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, preferably by 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. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from
	any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions
	and specifications of this Bid.
1.3.2.	Bid Amendment - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a
	formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
1.4.	AWARD - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the
	standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be
	determined by price alone. The County will be seeking the least costly outcome that meets the County needs as
	interpreted by the County. The County reserves the right to compare the lowest bid received with the current State
	contract pricing, and award 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
1.0.	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. **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 contract for the furnishing and installation of Audio/Visual Equipment in the Boone County Commission Chambers in accordance with the specifications outlined below.

2.2. EQUIPMENT MINIMUM TECHNICAL SPECIFICATIONS

- 2.2.1. The contractor must provide the following equipment:
- 2.2.1.1. One (1) Sanyo XT 16 Commercial Projector,
- 2.2.1.2. 1 Long Throw (3.5-6.0) Projector Lens,
- 2.2.1.3. 1 Altinex Multi Tasker Matrix Switch (4x2 VGA and composite),
- 2.2.1.4. 1 Sony RDR-VX515 DVD Recorder/VCR Combo Unit or equivalent, and
- 2.2.1.5. All cabling necessary to complete installation of the projector, DVD/VCR combo, and Matrix Switch.

2.3. INSTALLATION MINIMUM TECHNICAL SPECIFICATIONS

- 2.3.1. The contractor must install all equipment noted above and in accordance with the following specifications.
- 2.3.1.1. The contractor must install and align the projector.
- 2.3.1.2. The contractor must equipment-interface all video to matrix switcher and all audio to the existing network.
- 2.3.1.3. The contractor must run wire for audio video to computers and new audio hook-ups.
- 2.3.1.4. The contractor must program the matrix switcher operation.
- 2.3.1.5. The contractor must assemble the entire system in an enclosure to be built by Boone County.
- 2.3.1.6. All equipment will be located within a 15 foot radius of each other.
 - 2.4. WARRANTY The bidder shall include a description of the manufacturer's warranty included with each piece of equipment.
 - 2.5. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE:** Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of five years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of five firms for which the bidder has provided similar services within the preceding 60 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Attachment A Prior Experience* may be used to list references.
 - 2.6. CONTRACTOR RESPONSIBILITY/SERVICE REQUIREMENTS:
 - 2.6.1. Work Hours: The contractor must coordinate all work hours with the assigned Boone County Designee. All work shall be done during normal business hours. Normal business hours are Monday-Friday 8:00 a.m. to 5:00 p.m., excluding holidays.
 - 2.6.2. The contractor shall be required to remove all waste and debris and leave the site neat and clean. In the event the work takes longer than one (1) day, the contractor shall ensure the work site is cleaned at the end of each work day.
 - 2.7. **BOONE COUNTY INSURANCE REQUIREMENTS** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. AM Best posts the financial standing of carriers. The A VI (6) represents that the carrier is in good financial standing. If there is a carrier that is a B+, their financial standing has been downgraded.
 - 2.7.1. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's** Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.7.2. Comprehensive General Liability Insurance The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Proof of Coverage of Insurance The Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Boone Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.7.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance-** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.7.4. **COMMERCIAL Automobile Liability** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
 - 2.8. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
 - 2.9. SALES/USE TAX EXEMPTION - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses. expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates,
- 2.10. **DESIGNEE** Boone County
- 2.10.1. **Contact** Heather Turner, Boone County Purchasing Department 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: 573-886-4392 Facsimile: 573-886-4390 Email: hturner@boonecountymo.org

County of Boone

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. Advice of Award If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
- 3.3. BID OPENING On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 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.

County o	f Boone
4.	Response Form
4.1.	Company Name:
4.2.	Address:
4.3.	City/Zip:
4.4.	Phone Number:
4.5.	Fax Number:
4.6.	E-Mail Address:
4.7.	Federal Tax ID:
4.7.1.	 () Corporation () Partnership - Name

4.8. PRICING

		Firm, Fixed Price
4.8.1.	Sanyo XT 16 Commercial Projector	\$
4.8.2.	Long Throw (3.5-6.0) Projector Lens	\$
4.8.3.	Altinex Multi-Tasker Matrix Switch (4 x 2 VGA and composite)	\$
4.8.4.	Sony RDR-VX515 DVD Recorder/VCR Combo Unit	\$
4.8.5.	Installation per Section 2.3	\$
4.8.6.	TOTAL	\$

4.9. Describe Warranty Features:

4.10.1. Authorized Representative (Sign By Hand):

Date:____

^{4.10.} The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. 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.

4.10.2. Print Name and Title of Authorized Representative

- 4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
- 4.12. Installation will be completed within _____ days after issuance of the notice to proceed.

ATTACHMENT A PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):

4. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):

5. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

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

Heather Turner, Senior Buyer 573/886-4392 - FAX 573/886-4390

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

Boone County Purchasing Heather Turner Senior Buyer



601 E.Walnut-Room 209 Columbia, MO 65201 Phone: (573) 886-4392 Fax: (573) 886-4390

"NO BID" RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH 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 <u>for this service/commodity</u>, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 74-03OCT06 Audio/Visual Equipment and Installation

(Business Name)

(Address/P.O. Box)

(Date)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

N. О.	nsurance Group, Inc. 8th Street, Ste. 200 Box 7407		ONLY AND HOLDER. T	CONFERS NO RH	JOHNS-2 D AS A MATTER OF INF GHTS UPON THE CERTI E DOES NOT AMEND, EX FORDED BY THE POLICI	FICATE TEND OR
	bia MO 65205-7407 :573-875-4800 Fax:5	73-875-4514	INSURERS A	FFORDING COVE	RAGE	NAIC #
URED			INSURER A:	Allied Insu	Irance	42579
			INSURER 8:	Cincinnati Insuran	се Совралу	
	Johnston Audio, In D & M Sound System 201-03 S. 8th Stre	C DBA DS, Inc.	INSURER C:			
	201-03 S. 8th Stre Columbia MO 65201	et	INSURER D:			
		_	INSURER E:			
HE POI NY REG AY PEI	AGES ICIES OF INSURANCE LISTED BELOW HAVE JUREMENT, TERM OR CONDITION OF ANY O TAIN, THE INSURANCE AFFORDED BY THE I S. AGGREGATE LIMITS SHOWN MAY HAVE B	ONTRACT OR OTHER DOCUMENT WITH RES POLICIES DESCRIBED HEREIN IS SUBJECT	PECT TO WHICH THIS	Certificate May be i	SSUED OR	
NSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	s
	GENERAL LIABILITY	ACP BPR 7170174115	05/27/06	05/27/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence)	\$1,000,00 \$300,000
					MED EXP (Any one person)	\$1,000
					PERSONAL & ADV INJURY	\$1,000,00
					GENERAL AGGREGATE	\$2,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,00
					COMBINED SINGLE LIMIT (Ea accident)	\$
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	HIRED AUTOS				BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
					EACHOCCURRENCE	\$
					AGGREGATE	\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	KERS COMPENSATION AND OVERS' LIABILITY		07/01/01	07/04/07	X TORY LIMITS ER	
ANY :	PROPRIETOR/PARTNER/EXECUTIVE CERMIEMBER EXCLUDED?	WC 8951755-12	07/01/06	07/01/07	E.L. EACH ACCIDENT	\$1,000,00
lf ves	describe under				E.L. DISEASE - EA EMPLOYEE	\$1,000,00
SPEC	IAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$1,000,00
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(PTI)	IN OF OPERATIONS / LOCATIONS / VEHICL	ES / EXCLUSIONS ADDED BY ENDORSEM	ENT / SPECIAL PROVIS	ÖN\$		
TIFIC	ATE HOLDER		CANCELLATK	DN		<u>.</u>
		BOONE-2	•		ED POLICIES BE CANCELLED B	EFORE THE EXPIRAT

CERTIFICATE HOLDER		CANCELLATION
	BOONE-2	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
		DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
		NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FALURE TO DO SO SHALL
Boone County Purchasing 601 East Walnut		IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
		REPRESENTATIVES.
Columbia MO 65201		AUTHORIZED REPRESENTATIVE
1		Lisa M. Franke, CIC, CISR

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

+11 -2006

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	October Session of the October Adjourned Term	Term. 20 06
STATE OF MISSOURI County of Boone ea.		
In the County Commission of said county, on the	12 th day of October	20 06
the following, among other proceedings, were had,	viz:	

Now on this day the County Commission of the County of Boone does hereby accept the award from Department of Public Safety for Public Title II Juvenile Justice Formula Grant for October 1, 2006 – September 30, 2007. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 12th day of October, 2006.

Keith Schnarre

Presiding Commissioner

aren M. Muller)

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST:

dis S. Moren Wendy S. Noren

Clerk of the County Commission



MISSOURI DEPARTMENT OF PUBLIC SAFETY OFFICE OF THE DIRECTOR AWARD OF CONTRACT

P.O. Box 749 Jefferson City, Missouri 65102 Phone: 573/751-4905

Contractor Name		
Boone, County of	·	
Program Title		
Substance Abuse Intervention Program		·
Contract Period	State Funds Awarded	Contract Number
FROM: 10/01/06 TO: 9/30/07	\$10,010.00	06-JFJ3-01

Award is hereby made in the amount and for the period shown above to the above Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, the attached Special Conditions. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

This award is subject to Special Conditions (attached).



Authorized Official Date

Project Director

Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the director of the Department of Public Safety.

Director, Department of Public Safety

Award Date

412 -2006 **CERTIFIED COPY OF ORDER** October Session of the October Adjourned Term. 20 06 STATE OF MISSOURI ea. **County of Boone** 12^{th} day of October 20 06 In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby accept the award of Contract for Victims of Crime Act (VOCA) grant funds for the Victim Response Team through the Department of Public Safety. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 12th day of October, 2006.

ATTEST:

Jendy SNoren

Wendy S. Noren Clerk of the County Commission

Keith Schnarre Presiding Commissioner

h Miller

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner



`ontractor Name Boone, County of

Project Title Victim Response Team Contract Period State/Federal Funds Awarded **Contract Number** 2004-VOCA-0097 FROM< 10/01/06 09/30/07 \$54,295.56 TO<

Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Special Conditions. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

This award is subject to Special Conditions (if the box is checked, see attached).

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

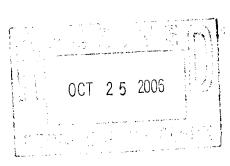
Authorized

10-4-06

Project Director

Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the authorized official of the Department of Public Safety.



Authorized Official, Department of Public Safety

October 1, 2006 Award Date

Missouri Department of Public Safety

WARD CONTINUATION SHEET

Page 2 of 2

CONTRACT NUMBER: 2004-VOCA-0097

AWARD DATE:

October 1, 2006

AGENCY: Boone, County of

SPECIAL CONDITIONS

The applicant assures that, if this project is intended for a law enforcement agency, such agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting. Section 43.505, subsection 3, states that "Every law enforcement agency in the state shall:

1. Submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department; and

2. Submit any other crime incident information which may be required by the Department of Public Safety."

Section 43.505, subsection 4 states "Any law enforcement agency that violates this section may be ineligible to receive state or federal funds which would otherwise be paid to such agency for law enforcement, safety or criminal justice purposes."

- 2. The applicant assures that, if the project is intended for a law enforcement agency, such agency is in compliance with the provisions of Section 590.650, RSMO relating to racial profiling. Failure to comply with these statutory provisions may result in the withholding of funds to the noncompliant law enforcement agency.
- 3. The applicant assures that, if funding under this contract is provided to any law enforcement agency, the law enforcement agency is in compliance with the provisions of Section 43.505, relating to uniform crime reporting, and Section 590.650, relating to racial profiling.
- 4. Applicant agency assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal infraction is related to the individual's employment.

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal infraction.

5. Applicant Agency assures that **all** VOCA grant funded employees will maintain timesheets detailing 100% of their work activities regardless if they are compensated 100% through VOCA.

Failure to comply with these Special Conditions at any time during the contract period may result in termination of funding.

ACCEPTANCE OF SPECIAL CONDITIONS:

Missouri Department of Public Safety

AWARD CONTINUATION SHEET

Page 2 of 2

CONTRACT NUMBER: 2004-VOCA-0097

AWARD DATE:

October 1, 2006

AGENCY: Boone, County of

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ACCEPTANCE OF SPECIAL CONDITIONS:

Missouri Department of Public Safety

AWARD CONTINUATION SHEET

Page 2 of 2

CONTRACT NUMBER: 2004-VOCA-0097

AWARD DATE:

October 1, 2006

AGENCY: Boone, County of

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ACCEPTANCE OF SPECIAL CONDITIONS:

10-12-00 DATE HORIZED OFFICIAL

10-4-06 DATE PROJECT DIRECTOR

Missouri Department of Public Safety Victim Services Grant Program Office Victims of Crime Act SUBGRANT AWARD REPORT	
	FORM MUST BE COMPLETED
1. SUBGRANTEE AGENCY NAME AND ADDRESS	7. IDENTIFY THE AMOUNT OF THE VOCA AWARD THAT WILL BE
Agency Name: Boone, County of	USED TO MEET THE PRIORITY AND UNDERSERVED
Address 1: 705 E. Walnut Sreet	REQUIREMENTS. (TOTAL MUST EQUAL VOCA AWARD AMOUNT)
Address 2:	a. Child Abuse \$ 1628.86 b. Domestic Violence \$ 21718.23
City/State/Zip: Columbia, MO 65201-4485 Telephone: 573-886-4112	c. Sexual Assault \$ 1628.86
Telephone: 573-886-4112 Congressional District of Agency:	d. Underserved
	1. DUI/DWI Crashes \$ <u>625.00</u> 2. Survivors of Homicide Victims \$ 705.00
2. TYPE OF IMPLEMENTING AGENCY (check the appropriate boxes)	3. Assault \$ <u>7329.91</u>
a. Criminal Justice-Government:	4. Adults Molested as Children \$
2. Prosecution 5. Corrections	5. Elder Abuse \$ 300.40 6. Robbery \$ 4026.13
3. Probation 6. Other	7. Other Violent Crimes \$ 16 333.17
b. Non-Criminal Justice Government: 1. Social Services 4. Hospital	8. SUBGRANT MATCH (FINANCIAL SUPPORT FROM OTHER SOURCES)
2.	a. Value of In Kind Match \$
	b. Cash Match \$ <u>13573.89</u> c. Total Match (Sum of 1and 2) \$ 13573.89
c. Private Non-Profit: 1. Hospital 2. Rape Crisis 3. Religious Organization 6. Other	9. PROVIDE THE TOTAL AMOUNTS OF FUNDING ALLOCATED TO VICTIM SERVICES BASED ON YOUR AGENCY'S CURRENT FISCAL YEAR BUDGET.
Native American Tribe or Organization:	Funding Sources Current Year Federal (Excluding VOCA) \$ 67725.00 VOOA Fund (Onternal Amount) \$ 5405 50
	VOCA Funds (Subgrant Award Amount) \$_54295.56\$
e. Other:	Local \$ 22575.00
3. PURPOSE OF VOCA SUBGRANT AWARD: (Check one)	Other \$
 a. Start up a new victim services project b. Continue a VOCA funded victim project funded in a previous year c. Expand or enhance an existing project not funded by VOCA in the d. Start up a new Native American victim services project 	10. IDENTIFY THE VICTIMS TO BE SERVED THROUGH THIS VOCA- FUNDED PROJECT (VOCA GRANT PLUS MATCH) BY CHECKING THE TYPE OF CRIME (S). (MUST CHECK AT LEAST ONE) a. Image: Child Physical Abuse g. Image: Adults Molested as Children
e. Expand or enhance an existing Native American project	b. Child Sexual Abuse h. Survivors of Homicide Victims
4. VOCA FUNDING	c. X DUI/DWI Crashes i. X Robbery d. X Domestic Violence j. X Assault
a. VOCA Funds Awarded: \$ 54295.56	e. 🕅 Adult Sexual Assault k. 🕅 Other Violent Crimes
b. State contract number for these funds: 2004-VOCA-0097	f. X Elder Abuse [. X Other
c. Project begin date: 10/1/2006 12:00:00 AM	11. CHECK THE SERVICES TO BE PROVIDED BYTHIS VOCA-
d. Project end date: 9/30/2007 12:00:00 AM	FUNDED PROJECT (VOCA GRANT PLUS MATCH).
5. THESE VOCA FUNDS WILL PRIMARILY BE USED TO: (check one)	a. Crisis Counseling h. X Crim. Just. Support/Adv.
 a. Expand services into a new geographic area b. Offer new types of services 	b. X Follow up Contact I. Emergency Financial Asst.
c. 🔲 Serve additional victim populations	C. Therapy j. Emergency Legal Asst.
 d. Continue existing services to crime victims e. Other 	d. Group Treatment K. X Asst. in filing for CVC
6. FOR THIS VICTIM SERVCIES PROGRAM, INDICATE:	e. Crisis Hotline Counseling
a Number of paid staff (Full-time equivalents)	f. Shelter/Safe House m. 🛛 Info/Referral (Telephone)
Ls the agency received a volunteer waiver? []Yes XNo If no, indicate # of volunteer staff (Full-time equivalents)	g. 🕅 Info/Referral (In Person) n. 🗍 Other

VENDOR ACH/EFT VERIFICATION FORM

If your agency currently receives DPS grant payments via electronic transfer of funds, please complete this verification document and submit with your grant Award documents. If your agency does not currently receive DPS grant payments via electronic transfer or if your agency is a new grant recipient, and you would like to have your DPS reimbursements electronically deposited, please complete the attached Vendor ACH/EFT Application form and submit it with your Award documents for this grant.

Agency (Vendor) Name: Boone County PROSecuting Attorney

Current DPS Contract #(s): _2003-VOCA-0096

New Grant Contract #: <u>2004-0004-0097</u> (As shown on the enclosed Award of Contract)

By signing below you acknowledge that your agency currently receives reimbursement of DPS grant funds via electronic transfer and requests to continue receiving reimbursement of funds via electronic transfer for the grant indicated on the enclosed Award of Contract.

10-12-00 Signature of Authorized Official

From:Bonnie AdkinsTo:Elkin, Skip; Karen Miller; Schnarre, KeithDate:10/4/2006 1:25:14 PMSubject:VOCA Grant Award Acceptance

The PA Office would like to request your approval to accept the Award of Contract for VOCA (Victims of Crime Act) grant funds for our Victim Response Team through the Department of Public Safety in the amount of \$54,295.56. I asked Kerry to put our request on the agenda for Tuesday, October 10, 2006.

We have been receiving funds for the Victim Response Team since 1993. The local match of \$13,573.89 is derived from the existing salary of the Victim Assistant position. The grant funds will be used for the salary and benefits of Mark Koch, Victim Specialist, training, travel and printing expenses.

We anticipate serving over 2700 victims in the next grant cycle.

I will be out of the country next week so if you have any questions please let me know by Friday, October 6, 2006.

In advance, thank you for your consideration of this request!

This email may contain confidential and/or privileged information. If you are not the intended recipient (or have received this email in error), please notify the sender immediately and destroy this email. Any unauthorized copying, disclosure, or distribution of the material in this email is strictly forbidden.

CC: Patton, Kerry; Richards, Cathy