

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the 10th day of January 20 06

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

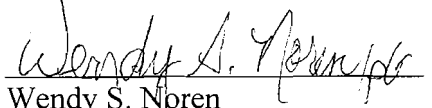
Now on this day the County Commission of the County of Boone does hereby award bid 68-09NOV05 Inmate Detention Supplies Term and Supply to Bob Barker Company and ICS. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

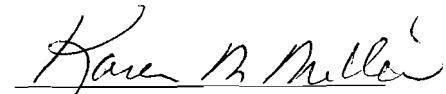
Done this 10th day of January, 2006.



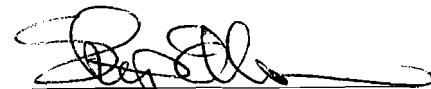
Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: December 27, 2005
RE: 68-09NOV05 Inmate Detention Supplies Term & Supply

The Bid for Inmate Detention Supplies for the Boone County Sheriff's Department and Jail as well as the Juvenile Justice Center closed on November 9, 2005. Nine (9) bids were received. After evaluating the cost to award by line item, the Sheriff's Department recommends awarding two contracts. Bob Barker Company submitted the lowest bid on a majority of the line items so for ease of administration, the Sheriff's Department and the Juvenile Justice Center recommend awarding all line items except those in which ICS was low bid to Bob Barker Company. The Sheriff's Department recommends awarding a 2nd contract to ICS because of the cost savings that will be realized in purchasing latex gloves from them.

This Term & Supply contract will be paid out of departments 1242 – Juvenile Justice Center and 1255 – Corrections, Accounts 23025 – Resident Supplies, and 23026 Intake/Indigent Supplies.

Please find attached a copy of the bid tabulation as well as a breakdown by line item of the low bid for each individual item for your review.

ATT: Bid Tabulation
Low Bid by Line Item Breakdown

cc: Leasa Quick, Sheriff's Department
Ann Schnell, Juvenile Justice Center
Bid File

Bid Tab 09NOV05

Inmate Detention Supplies Term and Supply

4.7. Pricing

Item #	Product Description	Qty	Bob Barker Co.		American Institutional Supply		Acme Supply Co., LTD		Robinson Textiles	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
4.7.1	Mattresses Per Section 2.5.1. Item #	100 Each	\$28.35	\$2,835.00	No Bid		\$49.00	\$4,900.00	\$28.77	\$2,877.00
4.7.2	Wool Blankets Per Section 2.5.2. Item #	300 Each	\$10.25	\$3,075.00	No Bid		No Bid		\$12.90	\$3,870.00
4.7.3	Poly Cotton Blankets Per Section 2.5.3. Item #	100 Each	\$76.20	\$7,620.00	No Bid		No Bid		No Bid	
4.7.4	Slip-on PVC Sandals Per Section 2.5.4.1. Item #	200 Each	\$1.63	\$326.00	\$2.31	\$462.00	No Bid		No Bid	
4.7.5	Slip-on PVC Sandals Per Section 2.5.4.2. Item #	20 Each	\$1.60	\$32.00	\$2.31	\$46.20	No Bid		No Bid	
4.7.6	Toothpaste Per Section 2.5.5. Qty Per Case _____ Item #	35 Cases	\$26.75	\$936.25	\$35.85	\$1,254.75	No Bid		No Bid	
			144 Per Case		144 Per Case					

Bid Tab -09NOV05

Inmate Detention Supplies Term and Supply

4.7. Pricing

		Bob Barker Co.		American Institutional Supply		Acme Supply Co., LTD		Robinson Textiles		
4.7.7.	Toothbrushes Per Section 2.5.6.1. Qty Per Case _____	35 Cases	\$5.20	\$182.00	\$8.57	\$299.95	No Bid		No Bid	
	Item #		144 Per Case		144 Per Case					
4.7.8.	Toothbrushes Per Section 2.5.6.2. Qty Per Case _____	5 Cases	\$4.85	\$24.25	\$10.59	\$52.95	No Bid		No Bid	
	Item #		144 Per Case		144 Per Case					
4.7.9.	Soap Per Section 2.5.7.1. Qty Per Case _____	4 Cases	\$42.00	\$168.00	\$47.60	\$190.40	No Bid		No Bid	
	Item #		500 Per Case		500 Per Case					
4.7.10.	Soap Per Section 2.5.7.2. Qty Per Case _____	75 Cases	\$28.60	\$2,145.00	\$39.74	\$2,980.50	No Bid		No Bid	
	Item #		1000 Per Case		1000 Per Case					
4.7.11.	Razors Per Section 2.5.8. Qty Per Case _____	50 Cases	\$27.80	\$1,390.00	\$36.24	\$1,812.00	No Bid		No Bid	
	Item #		120 Per Case		500 Per Case					
4.7.12.	Shampoo Per Section 2.5.9. Qty Per Case _____	100 Cases	\$16.95	\$1,695.00	\$31.39	\$3,139.00	No Bid		No Bid	
	Item #		96 Per Case		144 Per Case					

Bid Tab 00-09NOV05

Inmate Detention Supplies Term and Supply

4.7. Pricing

		Bob Barker Co.		American Institutional Supply		Acme Supply Co., LTD		Robinson Textiles	
4.7.13.	Combs Per Section 2.5.10. Qty Per Case _____		\$2.80		\$4.92		No Bid		No Bid
	Item #	25 Cases	144 Per Case	\$70.00	144 Per Case	\$123.00			
4.7.14.	ID Bands Per Section 2.5.11. Qty Per Case _____		\$119.85		No Bid		No Bid		No Bid
	Item #	75 Per Box	Not Listed	\$8,988.75					
	Fastening Tool	1 Each	\$58.95	\$58.95	No Bid				
4.7.15.	Cleaning Detergent Per Section 2.5.12. Qty Per Case _____		\$32.00		\$44.88		No Bid		No Bid
	Item #	60 Cases	180 Per Case	\$1,920.00	180 Per Case	\$2,692.80			
4.7.16.	White Bath Towels Per Section 2.5.13. Qty Per Bale _____		13.20/Dozen		\$371.50		\$250.00		No Bid
	Item #	10 Bales	25 Dozen/Bale	\$3,300.00	25 Dozen/Bale	\$3,715.00	25 Dozen/Bale	\$2,500.00	
4.7.17.	Brown Bath Towels Per Section 2.5.13. Item #	5 Dozen	\$13.20	\$66.00	No Bid	\$17.00	\$85.00	No Bid	
4.7.18.	Wash Cloths Per Section 2.5.13. Item #	20 Dozen	\$2.25	\$45.00	No Bid	\$2.25	\$45.00	No Bid	

Bid Tab 05-09NOV05

Inmate Detention Supplies Term and Supply

4.7. Pricing

		Bob Barker Co.		American Institutional Supply		Acme Supply Co., LTD		Robinson Textiles		
4.7.19.	Latex Gloves Per Section 2.5.14. Qty Per Box _____	100 Boxes	\$6.75	50 Per Box	\$675.00	No Bid	No Bid	No Bid		
	Item #									
4.7.20.	Sanitary Napkins Per Section 2.5.15. Item #	25 Cases	\$23.30	\$582.50	\$41.63	\$1,040.75	No Bid	No Bid		
4.7.21.	Tampons Per Section 2.5.16. Item #	25 Cases	\$42.55	\$1,063.75	\$65.28	\$1,632.00	No Bid	No Bid		
4.7.22.	Women's Underwear Per Section 2.5.17. Qty Per Case _____	25 Dozen	\$8.15	Not Listed	\$203.75	See Bid	No Bid	No Bid		
	Item #									
4.7.23.	Shirts Per Section 2.5.18. Item #	20 Each	\$4.30	\$86.00	\$7.25	\$145.00	\$7.00	\$140.00	\$3.95	\$79.00
4.7.24.	Pants Per Section 2.5.19.Per Section 2.5.19. Item #	20 Each	\$4.90	\$98.00	\$8.10	\$162.00	\$7.00	\$140.00	\$4.95	\$99.00
4.7.25.	Shoes Per Section 2.5.20.Per Section 2.5.20. Item #	30 Each	\$2.85	\$85.50	\$4.55	\$136.50	No Bid		\$2.47	\$74.10

Bid Tab 09NOV05

Inmate Detention Supplies Term and Supply

4.7. Pricing

		Bob Barker Co.		American Institutional Supply		Acme Supply Co., LTD		Robinson Textiles	
4.7.26.	Trash Bags Per Section 2.5.21. - 12 Gallon Qty Per Box _____ Item #	60 Boxes	No Bid		No Bid		No Bid		No Bid
4.7.27.	Trash Bags Per Section 2.5.21. - 33 Gallon Qty Per Box _____ Item #	60 Boxes	No Bid		No Bid		No Bid		No Bid
4.7.28.	GRAND TOTAL			\$37,671.70		\$19,884.80		\$7,810.00	\$6,999.10
4.8.	Maximum Percentage Increase for each potential renewal period:								
	1 st Renewal Period		0		2%		0		3%
	2 nd Renewal Period		0		2%		0		3%
4.10.	Coop		Yes		Yes		Yes		No
4.11.	Delivery ARO		7-28 Days		7 Days		30 Days		30 Days

4.7. Pricing

		Amercare Products, Inc.		Walter F. Stephens, Jr., Inc.		Missouri Vocational Enterprises		ICS		
Item #	Product Description	Qty	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
4.7.1.	Mattresses Per Section 2.5.1. Item #	100 Each	No Bid		\$31.90	\$3,190.00	\$135.00	\$13,500.00	\$42.10	\$4,210.00
4.7.2.	Wool Blankets Per Section 2.5.2. Item #	300 Each	No Bid		No Bid		No Bid		\$7.60	\$2,280.00
4.7.3.	Poly Cotton Blankets Per Section 2.5.3. Item #	100 Each	No Bid		No Bid		\$15.55	\$1,555.00	\$7.00	\$700.00
4.7.4.	Slip-on PVC Sandals Per Section 2.5.4.1. Item #	200 Each	No Bid		\$1.90	\$380.00	No Bid		\$1.62	\$324.00
4.7.5.	Slip-on PVC Sandals Per Section 2.5.4.2. Item #	20 Each	No Bid		No Bid		No Bid		\$1.68	\$33.60
4.7.6.	Toothpaste Per Section 2.5.5. Qty Per Case _____ Item #	35 Cases	\$28.80		\$30.50		No Bid		\$28.00	
			144 Per Case	\$1,008.00	144 Per Case	\$1,067.50		144 Per Case	\$980.00	

4.7. Pricing

			Amercare Products, Inc.		Walter F. Stephens, Jr., Inc.		Missouri Vocational Enterprises		ICS	
	Toothbrushes Per Section									
	2.5.6.1. Qty Per Case _____		\$4.76		\$5.89		No Bid		\$5.22	
4.7.7.	Item #	35 Cases	144 Per Case	\$166.60	144 Per Case	\$206.15			144 Per Case	\$182.70
	Toothbrushes Per Section									
	2.5.6.2. Qty Per Case _____		\$4.76		\$5.69		No Bid		\$5.18	
4.7.8.	Item #	5 Cases	144 Per Case	\$23.80	144 Per Case	\$28.45			144 Per Case	\$25.90
	Soap Per Section 2.5.7.1.									
	Qty Per Case _____		\$39.80		\$57.96		\$15.60		\$41.20	
4.7.9.	Item #	4 Cases	500 Per Case	\$159.20	500 Per Case	\$231.84	200 Per Case	\$62.40	500 Per Case	\$164.80
	Soap Per Section 2.5.7.2.									
	Qty Per Case _____		\$31.20		\$32.80		\$53.00		\$29.00	
4.7.10.	Item #	75 Cases	1000 Per Case	\$2,340.00	1000 Per Case	\$2,460.00	200 Per Case	\$3,975.00	1000 Per Case	\$2,175.00
	Razors Per Section 2.5.8.									
	Qty Per Case _____		\$24.50		\$27.68		No Bid		\$4.94	
4.7.11.	Item #	50 Cases	500 Per Case	\$1,225.00	Not Listed	\$1,384.00			100 Per Case	\$247.00
	Shampoo Per Section 2.5.9.									
	Qty Per Case _____		\$19.98		\$27.78		No Bid		\$26.00	
4.7.12.	Item #	100 Cases	96 Per Case	\$1,998.00	144 Per Case	\$2,778.00			144 Per Case	\$2,600.00

4.7. Pricing

			Americare Products, Inc.		Walter F. Stephens, Jr., Inc.		Missouri Vocational Enterprises		ICS	
	Combs Per Section 2.5.10.		\$32.00		\$2.90		No Bid		\$30.00	
4.7.13.	Qty Per Case _____ Item #	25 Cases	2160 Per Case	\$800.00	144 Per Case	\$72.50			2160 Per Case	\$750.00
	ID Bands Per Section 2.5.11.		No Bid		\$199.90		No Bid		\$146.00	
4.7.14.	Qty Per Case _____ Item #	75 Per Box			500 Per Box	\$199.90			500 Per Case	\$146.00
	Fastening Tool	1 Each			\$79.90	\$79.90			\$86.00	\$86.00
	Cleaning Detergent Per Section 2.5.12.		\$44.95		No Bid		No Bid		No Bid	
4.7.15.	Qty Per Case _____ Item #	60 Cases	250 Per Case	\$2,697.00						
	White Bath Towels Per Section 2.5.13.		No Bid		\$279.90		\$2.35		\$282.50	
4.7.16.	Qty Per Bale _____ Item #	10 Bales			25 Dozen/Bale	\$2,799.00	12 Per Bale	\$23.50	25 Dozen/Bale	\$2,825.00
	Brown Bath Towels Per Section 2.5.13.		No Bid		No Bid		No Bid		\$17.70	\$88.50
4.7.17.	Item #	5 Dozen								
	Wash Cloths Per Section 2.5.13.									
4.7.18.	Item #	20 Dozen	\$2.40	\$48.00	No Bid		.61 each	\$146.40	\$3.50	\$70.00

4.7. Pricing

		Amercare Products, Inc.		Walter F. Stephens, Jr., Inc.		Missouri Vocational Enterprises		ICS	
	Latex Gloves Per Section								
	2.5.14. Qty Per Box _____		No Bid		No Bid		No Bid	\$3.24	
4.7.19.	Item #	100 Boxes						100/Box	\$324.00
4.7.20.	Sanitary Napkins Per Section 2.5.15. Item #	25 Cases	\$17.95	\$448.75	No Bid		No Bid	\$26.00	\$650.00
4.7.21.	Tampons Per Section 2.5.16. Item #	25 Cases	\$41.95	\$1,048.75	\$71.31	\$1,782.75	No Bid	\$68.00	\$1,700.00
	Women's Underwear Per Section 2.5.17. Qty Per Case _____		No Bid		\$10.50		See Bid	\$10.90	
4.7.22.	Item #	25 Dozen			1 Dozen	\$262.50		10 Dozen/Case	\$272.50
4.7.23.	Shirts Per Section 2.5.18. Item #	20 Each	No Bid		\$5.90	\$118.00	No Bid	\$5.40	\$108.00
4.7.24.	Pants Per Section 2.5.19.Per Section 2.5.19. Item #	20 Each	No Bid		\$6.75	\$135.00	No Bid	\$5.80	\$116.00
4.7.25.	Shoes Per Section 2.5.20.Per Section 2.5.20. Item #	30 Each	No Bid		\$3.60	\$108.00	No Bid	\$4.29	\$128.70

4.7. Pricing

			Amercare Products, Inc.		Walter F. Stephens, Jr., Inc.		Missouri Vocational Enterprises		ICS	
	Trash Bags Per Section 2.5.21. - 12 Gallon									
4.7.26.	Qty Per Box Item #	60 Boxes	No Bid		No Bid		No Bid		No Bid	
	Trash Bags Per Section 2.5.21. - 33 Gallon									
4.7.27.	Qty Per Box Item #	60 Boxes	No Bid		No Bid		No Bid		No Bid	
4.7.28.	GRAND TOTAL			\$11,963.10		\$17,283.49		\$19,262.30		\$21,187.70
4.8.	Maximum Percentage Increase for each potential renewal period:									
	1 st Renewal Period		0		5%		0		8%	
	2 nd Renewal Period		0		5%		0		12%	
4.10.	Coop		Yes		Yes		Yes		Yes	
4.11.	Delivery ARO		5 Days		14 Days		Not Listed		30 Days	

4.7. Pricing

			ATD-American Co.	
Item #	Product Description	Qty	Unit Price	Extended Price
4.7.1.	Mattresses Per Section 2.5.1. Item #	100 Each	\$39.18	\$3,918.00
4.7.2.	Wool Blankets Per Section 2.5.2. Item #	300 Each	\$7.88	\$2,364.00
4.7.3.	Poly Cotton Blankets Per Section 2.5.3. Item #	100 Each	\$3.48	\$348.00
4.7.4.	Slip-on PVC Sandals Per Section 2.5.4.1. Item #	200 Each	\$1.68	\$336.00
4.7.5.	Slip-on PVC Sandals Per Section 2.5.4.2. Item #	20 Each	\$1.68	\$33.60
4.7.6.	Toothpaste Per Section 2.5.5. Qty Per Case _____ Item #	35 Cases	\$32.78	\$1,147.30
			144 Per Case	

4.7. Pricing

		ATD-American Co.	
4.7.7.	Toothbrushes Per Section 2.5.6.1. Qty Per Case _____ Item # _____	35 Cases	\$57.28 1440 Per Case \$2,004.80
4.7.8.	Toothbrushes Per Section 2.5.6.2. Qty Per Case _____ Item # _____	5 Cases	\$56.72 1440 Per Case \$283.60
4.7.9.	Soap Per Section 2.5.7.1. Qty Per Case _____ Item # _____	4 Cases	\$52.98 500 Per Case \$211.92
4.7.10.	Soap Per Section 2.5.7.2. Qty Per Case _____ Item # _____	75 Cases	\$33.48 72 Per Case \$2,511.00
4.7.11.	Razors Per Section 2.5.8. Qty Per Case _____ Item # _____	50 Cases	\$26.68 500 Per Case \$1,334.00
4.7.12.	Shampoo Per Section 2.5.9. Qty Per Case _____ Item # _____	100 Cases	\$26.78 96 Per Case \$2,678.00

4.7. Pricing

		ATD-American Co.	
	Combs Per Section 2.5.10.		\$41.88
4.7.13.	Qty Per Case Item #	25 Cases	2160 Per Case \$1,047.00
	ID Bands Per Section 2.5.11.		\$124.94
4.7.14.	Qty Per Case Item #	75 Per Box	500 Per Case \$124.94
	Fastening Tool	1 Each	\$78.94
	Cleaning Detergent Per Section 2.5.12.		\$49.94
4.7.15.	Qty Per Case Item #	60 Cases	180 Per Case \$2,996.40
	White Bath Towels Per Section 2.5.13.		\$256.00
4.7.16.	Qty Per Bale Item #	10 Bales	25 Dozen/Bale \$2,560.00
	Brown Bath Towels Per Section 2.5.13.		\$18.98
4.7.17.	Qty Per Dozen Item #	5 Dozen	\$18.98 \$94.90
	Wash Cloths Per Section 2.5.13.		\$2.98
4.7.18.	Qty Per Dozen Item #	20 Dozen	\$2.98 \$59.60

4.7. Pricing

		ATD-American Co.	
Latex Gloves Per Section			
2.5.14.			\$7.64
Qty Per Box			
4.7.19.	Item #	100 Boxes	50 Per Box \$764.00
Sanitary Napkins Per Section 2.5.15.			
4.7.20.	Item #	25 Cases	\$27.32 \$683.00
Tampons Per Section 2.5.16.			
4.7.21.	Item #	25 Cases	\$48.32 \$1,208.00
Women's Underwear Per Section 2.5.17.			
Qty Per Case			\$8.88
4.7.22.	Item #	25 Dozen	10 Dozen/Case \$222.00
Shirts Per Section 2.5.18.			
4.7.23.	Item #	20 Each	\$4.82 \$96.40
Pants Per Section 2.5.19.			
4.7.24.	Item #	20 Each	\$5.88 \$117.60
Shoes Per Section 2.5.20.			
4.7.25.	Item #	30 Each	\$2.98 \$89.40

4.7. Pricing

		ATD-American Co.	
4.7.26.	Trash Bags Per Section 2.5.21.- 12 Gallon	60 Boxes	\$33.94
	Qty Per Box		
	Item #	200 Per Box	\$2,036.40
4.7.27.	Trash Bags Per Section 2.5.21.- 33 Gallon	60 Boxes	\$21.94
	Qty Per Box		
	Item #	100 Per Box	\$1,316.40
4.7.28.	GRAND TOTAL		\$30,665.20
4.8.	Maximum Percentage Increase for each potential renewal period:		
	1 st Renewal Period		5%
	2 nd Renewal Period		5%
4.10.	Coop		Yes
4.11.	Delivery ARO		15-30 Days

Inmate Decontamination Supplies Cost Breakdown By Line Item

Item #	Product	Bob Barker Co.	American Institutional Supply	Acme Supply Co.	Robinson Textiles	Amercure Products	Walter F. Stephens Jr.	Missouri Vocational Enterprises
4.7.1.	Mattresses	28.35	N/B	49.00	28.77	N/B	31.90	135.00
4.7.2.	Wool Blankets	10.25	N/B	N/B	12.90	N/B	N/B	N/B
4.7.3.	Poly/Cot. Blankets	76.20	N/B	N/B	N/B	N/B	N/B	15.55
4.7.4.	Slip On PVC Sandals	1.63	2.31	N/B	N/B	N/B	1.90	N/B
4.7.5.	Slip On PVC Sandals	1.60	2.31	N/B	N/B	N/B	N/B	N/B
4.7.6.	Toothpaste	0.1858	0.25	N/B	N/B	0.20	0.21	N/B
4.7.7.	Toothbrushes	0.04	0.06	N/B	N/B	0.03	0.04	N/B
4.7.8.	Toothbrushes	0.034	0.07	N/B	N/B	0.033	0.04	N/B
4.7.9.	Soap	0.084	0.095	N/B	N/B	0.08	0.12	0.078
4.7.10.	Soap	0.0286	0.04	N/B	N/B	0.031	0.033	0.27
4.7.11.	Razors	0.23	0.07	N/B	N/B	0.0490	Unknown Qty	N/B
4.7.12.	Shampoo	0.1766	0.218	N/B	N/B	0.2081	0.1929	N/B
4.7.13.	Combs	0.0194	0.0342	N/B	N/B	0.0148	0.0201	N/B
4.7.14.	ID Bands	0.2397	N/B	N/B	N/B	N/B	0.3998	N/B
4.7.15.	Cleaning Detergent	0.1778	0.2493	N/B	N/B	0.1798	N/B	N/B
4.7.16.	White Bath Towels	330.00	371.50	250.00	N/B	N/B	279.90	705.00
4.7.17.	Brown Bath Towels	13.20	N/B	17.00	N/B	N/B	N/B	N/B
4.7.18.	Wash Cloths	2.25	N/B	2.25	N/B	2.40	N/B	7.32
4.7.19.	Latex Gloves	0.1350	N/B	N/B	N/B	N/B	N/B	N/B
4.7.20.	Sanitary Napkins	23.30	41.63	N/B	N/B	17.95	N/B	N/B
4.7.21.	Tampons	42.55	65.28	N/B	N/B	41.95	71.31	N/B
4.7.22.	Women's Underwear	8.15	N/B	N/B	N/B	N/B	10.50	28.80
4.7.23.	Shirts	4.30	7.25	7.00	3.95	N/B	5.90	N/B
4.7.24.	Pants	4.90	8.10	7.00	4.95	N/B	6.75	N/B
4.7.25.	Shoes	2.85	4.55	N/B	2.47	N/B	3.60	N/B
4.7.26.	12 Gallon Trash Bags	N/B	N/B	N/B	N/B	N/B	N/B	N/B
4.7.27.	33 Gallon Trash Bags	N/B	N/B	N/B	N/B	N/B	N/B	N/B

Bob Barker Co.

- 4.7.1.
- 4.7.5.
- 4.7.6.
- 4.7.10.
- 4.7.12.
- 4.7.14.
- 4.7.15.
- 4.7.17.
- 4.7.18.
- 4.7.22.
- 4.7.24.

Acme Supply Co.

- 4.7.16.
- 4.7.18.

Robinson Textiles

- 4.7.23.
- 4.7.25.

Amercure Products

- 4.7.7.
- 4.7.8.
- 4.7.11.
- 4.7.20.
- 4.7.21.

Missouri Vocational

- 4.7.9.

Item #	Product	ICS	ATD-American Co.
4.7.1	Mattresses	42.10	39.18
4.7.2	Wool Blankets	7.60	7.88
4.7.3	Poly/Cot. Blankets	7.00	3.48-100% Cotton
4.7.4	Slip On PVC Sandals	1.62	1.68
4.7.5	Slip On PVC Sandals	1.68	1.68
4.7.6	Toothpaste	0.1944	0.23
4.7.7	Toothbrushes	0.04	0.04
4.7.8	Toothbrushes	0.04	0.04
4.7.9	Soap	0.082	0.11
4.7.10	Soap	0.029	0.47
4.7.11	Razors	0.0494	0.053
4.7.12	Shampoo	0.1806	0.279
4.7.13	Combs	0.0139	0.0194
4.7.14	ID Bands	0.2920	0.2499
4.7.15	Cleaning Detergent	N/B	0.2774
4.7.16	White Bath Towels	282.50	256.00
4.7.17	Brown Bath Towels	17.70	18.98
4.7.18	Wash Cloths	3.50	2.98
4.7.19	Latex Gloves	0.0324	0.1528
4.7.20	Sanitary Napkins	26.00	27.32
4.7.21	Tampons	68.00	48.32
4.7.22	Women's Underwear	10.90	8.88
4.7.23	Shirts	5.40	4.82
4.7.24	Pants	5.80	5.88
4.7.25	Shoes	4.29	2.98
4.7.26	12 Gallon Trash Bags	N/B	33.94
4.7.27	33 Gallon Trash Bags	N/B	21.94

ATD-American

ICS

4.7.2
4.7.26
4.7.4
4.7.13
4.7.19

4.7.3
4.7.26
4.7.4
4.7.27

**PURCHASE AGREEMENT
FOR
INMATE DETENTION SUPPLIES TERM AND SUPPLY**

THIS AGREEMENT dated the 10th day of JANUARY 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Bob Barker Company**, 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 **Inmate Detention Supplies Term and Supply**, County of Boone Request for Bid for Inmate Detention Supplies Term and Supply, bid number **68-09NOV05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One, as well as the Contractor's bid response dated **November 9, 2005** and executed by **Greg Schnurr** 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, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Addendum Number One, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2006** and extend **through December 31, 2006** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for twp (2) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the **County with the following items:**

- 4.7.1. Mattresses
- 4.7.5. Slip-On PVC Sandals
- 4.7.7. and 4.7.8. Toothbrushes
- 4.7.11. Razors
- 4.7.14. ID Bands
- 4.7.16. White Bath Towels
- 4.7.18. Wash Cloths
- 4.7.21. Tampons
- 4.7.23. Shirts
- 4.7.25. Shoes
- 4.7.3. Poly/Cotton Blankets
- 4.7.6. Toothpaste
- 4.7.9. and 4.7.10. Soap
- 4.7.12. Shampoo
- 4.7.15. Cleaning Detergent
- 4.7.17. Brown Bath Towels
- 4.7.20. Sanitary Napkins
- 4.7.22. Women's Underwear
- 4.7.24. Pants

. These items shall be supplied as listed in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver items described above in compliance with the bid specifications.

5. Billing and Payment - All billing shall be invoiced to the appropriate County department (Boone County Sheriff's Department or Juvenile Justice Center) 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.

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

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

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

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

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

Bob Barker Company

by

Greg G. Schnurr
title BID ADMINISTRATOR

address

Bob Barker Company, Inc.
134 N. Main Street
P.O. Box 429
Fuquay-Varina, NC 27526

Greg Schnurr

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by [Signature]
Boone County Commission

Keith Schnarre
Keith Schnarre, Presiding Commissioner

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 result in a measurable county obligation at this time.)

Term & Supply - No Encumbrance Required 1242-23025 & 1255-23025 & 23026 Term/Supply
Signature Date Appropriation Account

**PURCHASE AGREEMENT
FOR
INMATE DETENTION SUPPLIES TERM AND SUPPLY**

THIS AGREEMENT dated the 10th day of JANUARY 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and ICS, 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 **Inmate Detention Supplies Term and Supply**, County of Boone Request for Bid for Inmate Detention Supplies Term and Supply, bid number **68-09NOV05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One, as well as the Contractor's bid response dated **November 8, 2005** and executed by **J.M. Bogan, Jr** 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, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Addendum Number One, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2006 and extend through December 31, 2006** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for twp (2) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the **County with the following items:**

- **4.7.2. Wool Blankets**
- **4.7.13. Combs**
- **4.7.4. Slip On PVC Sandals**
- **4.7.19. Latex Gloves**

. These items shall be supplied as listed in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver items described above in compliance with the bid specifications and within 30 days after receipt of an order.

5. Billing and Payment - All billing shall be invoiced to the appropriate County department (Boone County Sheriff's Department or Juvenile Justice Center) 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.

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

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

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

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

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

ICS

by [Signature]
title PRESIDENT
address P.O. Box 21056
Waco, Tx 76702

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 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 result in a measurable county obligation at this time.)

Term & Supply - No Encumbrance Required 1242-23025 & 1255-23025 & 23026 Term/Supply
Signature Date 1/3/06 Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the 10th day of January 20 06

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

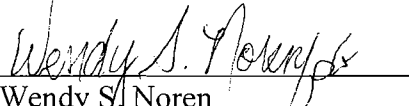
Now on this day the County Commission of the County of Boone does hereby award bid 69-25OCT05 Imaging System for iSeries to Huber and Associates. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

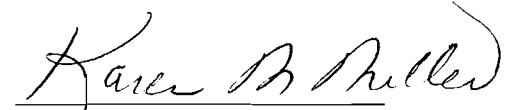
Done this 10th day of January, 2006.



Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 9, 2006
RE: 69-25OCT05 – Imaging System for iSeries

The Request for Proposal for an *Imaging System for iSeries* closed on October 25, 2005. Two proposal responses were received.

The evaluation committee consisted of the following:

Aron Gish, Supervisor of Systems Analysis
Michael Mallicoat, IT Director
Toni Matticks, Supervisor of Systems of Programs and Analysis
Tom Schauwecker, Boone County Assessor

The evaluation committee recommends award to Huber and Associates per their attached evaluation report. Also attached is the Bid Tabulation of the pricing offered and the Evaluation Report Form listing the points assigned by the evaluation team.

This contract will be paid from the following accounts:

Department 1170 - Information Technology, Account 70050 – Software Maintenance
Department 2010 – Assessment, Account 92302 – Replacement Computer Software
Department 1170 – Information Technology, Account 71101 Professional Services

\$42,500 has been budgeted for this purchase for 2005 and the total contract cost is \$41,425.

ATT: Evaluation Reports
Pricing Spreadsheet

cc: Proposal File
Evaluation Team

**Evaluation Report for Proposal
69-25OCT05 – Imaging System for iSeries (AS400)**

OFFEROR #1: Huber & Associates, Inc.

It has been determined that Huber & Associates, Inc. has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that Huber & Associates, Inc. has submitted a **non-responsive** proposal.

Method of Performance:

Strengths:

- Presented a concrete plan of action; they plan to work hands-on with a pilot project.
- Offered an outline and explanation of system administration and operation training.
- APIs (Application Program Interface) are already created to interface with green screens (pg. 11).
- Scope of work is thorough and appears complete.

Concerns:

- During Huber and Associate's demonstration period held at the County earlier in the year, the labels of the index fields (i.e. Owner ID, Bill Year) did not display on the scanning station.
 - Following BAFO #1, the evaluation team invited Huber & Associates to demonstrate this function at the County on November 29th and the committee feels this is no longer a concern.
- Page 8, paragraph g states "need to test for final confirmation". What are the County requirements for completing this test?
 - Following BAFO #1, the evaluation team invited Huber & Associates to demonstrate this function at the County on November 29th and the committee feels this is no longer a concern.
- Paragraph 5.2, page 27 is unclear. Is there an additional cost for software on scanners. Also, is there an additional cost for the County to read bar codes on County scanners.
 - This concern was addressed and clarified in BAFO #1 response.

EVALUATION REPORT FORM
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI
 REQUEST FOR PROPOSAL NUMBER - 69-25OCT05 - Imaging System for the iSeries (AS400)
 Melinda Bobbitt, CPPB
 Director of Purchasing

NAME OF OFFEROR	Method of Performance (25 points)	Experience/ Expertise of Contractor (25 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	For Purchasing Use Only	
				COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Huber & Associates	25.0	25.0	50.0	46.0	96.0
RJS Software Systems	15.0	20.0	35.0	50.0	85.0

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

Mike Mallicoat 11/8/2005
 Evaluator's Signature Date
 Mike Mallicoat, IT Director

Aron Gish 11/8/2005
 Evaluator's Signature Date
 Aron Gish, Supervisor of Systems Analysis

Toni C. Matticks 11/8/2005
 Evaluator's Signature Date
 Toni Matticks, Supervisor of Program & Analysis

Bid Tabulation
69-25OCT05 Imaging System for iSeries (AS400)

	Huber & Associates	RJS Software Systems
5.1 Item	Total	Total
iSeries Imaging Software	\$30,000.00	\$29,999.00
Client Viewing Software	included	N/C
Scanning Station Software	included	N/C
Import Software (for existing images, indexes, COLD Data)	\$760.00	\$2,000.00
Other Required Software	\$600.00	No Bid
Administration Training	\$1,520.00	\$1,500.00
End User Training	\$1,520.00	\$1,500.00
Sub-Total	\$34,400.00	\$34,999.00
Yearly Software Maintenance:		
Software Maintenance Year 1	\$3,000.00	N/C
Software Maintenance Year 2	\$3,000.00	\$4,500.00
Software Maintenance Year 3	\$3,000.00	\$4,500.00
Software Maintenance Year 4	\$3,000.00	\$4,500.00
Software Maintenance Year 5	\$3,000.00	\$4,500.00
Shipping Fee for Initial License & Updates	\$25.00	No Bid
Installation / Implementation Cost	\$4,000.00	N/C
Discount(s)	(\$)	-\$5,848.00
		Discount: Less iSeries Office Integrator &
Sub-Total	\$53,425.00	\$47,151.00
5.2 Additional Cost to Complete		
Estimated Travel Expense		\$1,050.00
GRAND TOTAL	\$53,425.00	\$48,201.00
Additional OCR/Barcode License		\$499/each (not needed at County)

PURCHASE AGREEMENT FOR IMAGING SYSTEM FOR iSERIES

THIS AGREEMENT dated the 10th day of JANUARY 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Huber and Associates, Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for An **Imaging System for iSeries** for the County of Boone, Request for Proposal for an Imaging System for iSeries, proposal number **69-25OCT05** including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the unexecuted Response Page, Exhibit A, Best and Final Offer Number One, as well as the Contractor's proposal response dated October 25, 2005, executed by Elizabeth Huber, President, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, Exhibit A, Best and Final Offer Number One, and the unexecuted Response Page shall prevail and control over the Contractor's proposal response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish and deliver services to provide an Imaging System for iSeries and maintenance. All Imaging System for iSeries shall be provided in conformity with the proposal specifications and as set forth in the Contractor's proposal response. Purchase shall be as follows: iSeries Imaging Software @ \$30,000; Import Software @ \$760; INSO Corporation Viewing Software @ \$600; Administration Training @ \$1,520; End User Training @ \$1,520; Software Maintenance for Year One @ \$3,000; Shipping Fee for Initial License & Updates @ \$25; Installation/Implementation Cost @ \$4,000 for a contract total of \$41,425. Maintenance will be invoiced to the County Information Technology Department for the next four years at \$3,000 per year and will be paid annually by the County.

3. **Delivery** - Contractor agrees to work with Boone County Information Technology staff on a timeline for the pilot program with the completion date no later than five days from start of pilot program..

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Information Technology Department. Billings may only include the prices listed in the Contractor's proposal 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 proposal response to the specifications. The County agrees to pay all invoices within thirty days of receipt of a correct invoice; 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.

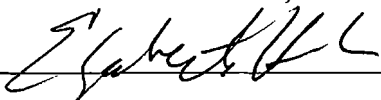
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

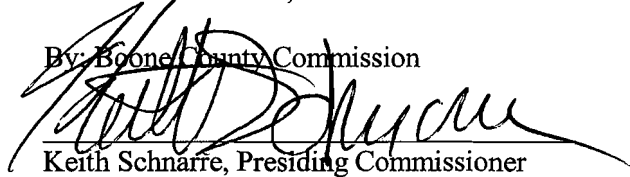
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

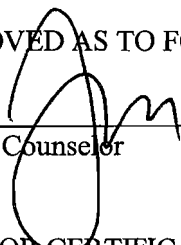
HUBER AND ASSOCIATES, INC.

By: 
Title: owner

BOONE COUNTY, MISSOURI

By: 
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

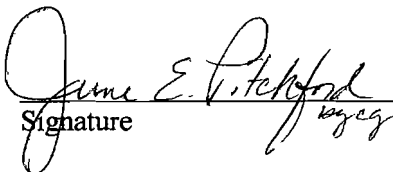

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature

1/4/06
Date

1170/2010/70050/92302/71101

Appropriation Account



P.O. Box 12958
Alexandria, LA 71315

**REAL VISION SOFTWARE INC.
LICENSE AGREEMENT COVER**

This License Agreement, by and between Real Vision Software, Inc., a Louisiana Corporation, hereinafter referred to as RVI, and hereinafter referred to as "LICENSEE":

Boone County Government, IT Department

ORGANIZATION NAME

801 E. Walnut, Rm. 221

STREET ADDRESS

Columbia, MO65201

CITY/STATE/ZIP

573-886-4315

TELEPHONE NUMBER

This License Agreement applies to the Real Vision Complete Software Imaging System.
(Spool File, Basic or Complete)

The computer with which the Licensed Software is to be used is known as the Designated Computer and is identified as follows:

9406-810

2467

0024418

iSeries Model

Feature Code

Media

Serial Number

The LICENSEE acknowledges that it has read this Agreement, the terms and conditions of which are set forth on this page and in the RVI License Agreement Terms and Conditions Document attached hereto, and understands it and agrees to be bound by its terms and conditions. Further, the LICENSEE agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

LICENSOR:

Real Vision Software, Inc.

LICENSEE:

Keith Schmale

David H. Woodring
Vice President

By:

Name:

Keith Schmale

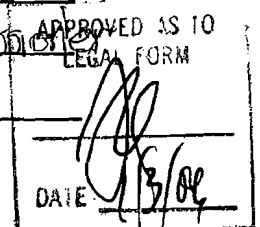
Title:

Presiding Commissioner

Date:

1/10/2006

Date:



**REAL VISION SOFTWARE, INC.
LICENSE AGREEMENT TERMS AND CONDITIONS**

DEFINITIONS:

The term "Licensed Software" in this Agreement shall mean all licensed data processing programs consisting of instructions or statements in machine readable form and any related licensed materials such as, but not limited to, manuals, system documentation and written or verbal instructions provided for use in connection with the licensed data processing programs.

1. TERM

This Agreement is effective from the date on which it is accepted by RVI and will remain in effect until terminated by the LICENSEE upon one month's written notice or by RVI as set forth in this section. Upon termination the LICENSEE shall discontinue use of all Licensed Software and all Licensed Software shall be returned to RVI. Either party may terminate this Agreement upon written notice if the other party fails to comply with any of the material terms and conditions of this Agreement. Written notice to the defaulting party will state the exact nature of the default and allow the defaulting party a period of thirty (30) business days to cure the default. It is hereby agreed that if LICENSEE shall violate any material covenant of the Agreement, that all rights hereunder shall terminate and be at an end, as fully as if this Agreement had not been made, and all rights and licenses hereunder shall revert to RVI; otherwise, this Agreement shall remain in force for 99 years.

2. LICENSE

RVI hereby grants to LICENSEE a License to use the Licensed Software only on the Designated Computer as identified on the License Agreement Cover. Any attempt to sub-license, assign or transfer any of the rights, duties or obligations under this Agreement are void without written notification to and the consent of RVI, which consent must not be unreasonably withheld.

The License is transferable to a backup computer when the Designated Computer or an associated unit required for use of the Licensed Software is temporarily inoperable, but only until status is restored to the Designated Computer and processing on the backup computer is completed.

3. WARRANTY AND LIMITATION OF LIABILITY

RVI warrants that it has the right to market, distribute, support and maintain Licensed Software and that Licensed Software is warranted to conform to the operating specifications as outlined in the applicable software documentation. LICENSEE agrees that its SOLE AND EXCLUSIVE REMEDY is for RVI to correct any error, malfunction or defect if the Licensed Software warranted hereunder fails to conform to the applicable operating specifications and LICENSEE advises RVI of such failure in writing, during the three (3) month warranty period. The three (3) month warranty period starts the day after the date of the complete installation. If after reasonable attempts, RVI is unable to correct the error, malfunction, or defect, LICENSEE shall be entitled to recover an amount, commensurate with the nature and magnitude of the error or defect, up to the entire amount paid for the Licensed Software. (For the purpose of this Agreement, the term "error, malfunction or defect" shall mean only significant material deviations from the operating specifications for the Licensed Software as set forth in the applicable software documentation issued by RVI.)

Licensor represents, warrants and covenants that the Licensed Software delivered hereunder, including any upgrades or subsequent releases, shall contain no "Virus". "Virus" shall mean any computer code intentionally designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the computer program, or any other associated software, firmware, hardware or computer system.

RVI's liability for damages to the LICENSEE for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the amount paid for the Licensed Software. In no event will RVI be liable for any damages caused by the LICENSEE's failure to perform the LICENSEE's responsibilities, or for any lost profits or other consequential damages, even if RVI has been advised of the possibility of such damages.

RVI agrees to indemnify the LICENSEE against any loss and/or expenses, which may arise as a result of an alleged copyright or patent infringement by the licensed software of the copyright, patent, trademark, service mark, or other intellectual property of any third party.

This warranty and liability for RVI are void in the event that the Licensed Software is not being used with the Designated Computer.

RVI and/or Certified Marketing and Technical Associates will provide complete imaging support services as outlined in the RVI LICENSEE SUPPORT AGREEMENT TERMS AND CONDITIONS AGREEMENT.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. PROTECTION AND SECURITY OF LICENSED SOFTWARE

LICENSEE agrees to use the Licensed Software only as provided herein and only during the term of License granted by RVI and further agrees not to provide or otherwise make available any Licensed Software to any person other than LICENSEE's agents, consultants, contracted personnel or employees without prior written consent from RVI, and then only on the condition that they acknowledge RVI's statement that the Licensed Software or any part thereof is the property of RVI and is proprietary to RVI. LICENSEE also acknowledges RVI's statement that the Licensed Software is the exclusive property of RVI, constitutes trade secrets of RVI, and agrees to protect the Licensed Software or any part thereof from unauthorized disclosure by its agents, consultants, contracted personnel, employees, LICENSEE, or successors. In the event the License granted hereunder is terminated, the above obligations of LICENSEE with respect to protection and security shall not terminate but shall continue for a period of five (5) years following such termination of License.

LICENSEE agrees to reproduce and include RVI's proprietary, copyright, and trade secret notice on any copies, in whole or in part, in any form, including partial copies and modifications of Licensed Software.

The LICENSEE further agrees to take appropriate action, by instruction, Agreement or otherwise, with any persons permitted access to Licensed Software so as to enable the LICENSEE to satisfy the LICENSEE's obligation under this Agreement.

5. MODIFICATION OF LICENSED SOFTWARE

The parties agree that LICENSEE shall have the right to modify any Licensed Software supplied by RVI in machine readable form for LICENSEE's use under this Agreement and on the Designated Computer, and may combine such modified Licensed Software with other programs or material from updated work, provided however, upon discontinuance or termination of rights under this Agreement, the Licensed Software supplied by RVI shall be completely removed from the updated work and all such materials and copies shall be returned to RVI in accordance with the provisions of paragraph 7 of this Agreement. RVI shall be under no obligation, however, to make revisions or releases compatible with Licensed Software which has custom modifications. **All customized code must be maintained in a separate library called RVICUST.**

6. CANCELLATION OF LICENSE

The License granted hereunder may be canceled by RVI if LICENSEE defaults in payment of any amount due under this Agreement for a period of fifteen (15) business days after notice of default, or may be canceled at any time upon breach by the LICENSEE of any other covenant of this Agreement if such breach is not corrected within thirty (30) business days after receipt of written notice thereof. LICENSEE's obligation to pay charges which have accrued and damages arising from its breach of this Agreement shall survive cancellation thereof. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the other party shall alter or waive any rights or remedies.

The parties agree that should either of them default in any of the covenants or agreements contained herein, the prevailing party shall be entitled to all costs and expenses including a reasonable attorney's fee which may arise or accrue from enforcing this Agreement in a court of law.

7. RETURN OF LICENSED SOFTWARE

Within thirty (30) days after the termination or cancellation for any reason of the License granted herein, LICENSEE shall deliver to RVI all copies thereof in whatever form, including partial copies which may have been modified by LICENSEE, and execute a letter so certifying. Upon prior written authorization from RVI, LICENSEE may be permitted for a specified period thereafter to retain one copy of certain materials for record purposes.

8. SHIPPING AND HANDLING

All charges for shipments and mailing to RVI are the responsibility of the LICENSEE.

All shipments to the LICENSEE will have a \$25.00 shipping and handling fee and will be invoiced to the LICENSEE. For Non-US shipments, the shipping and handling fee will be \$100.00.

9. CONFIDENTIALITY

RVI and LICENSEE agree that this Agreement and the relationship it represents, requires the exchange of Confidential Information over the course of normal business. Confidential Information is information not generally known by non-party personnel including, but not limited to, the financial, marketing and other proprietary business information and LICENSEE's customer data.

RVI and LICENSEE further agree that, except as expressly authorized in writing in advance by the other party, neither of them will copy or disclose Confidential Information to any third party except its agents, consultants, contracted personnel or employees on a need to know basis and the agents, consultants, contracted personnel or employees are under the same obligations of confidentiality as those imposed on the parties hereunder with no further rights of disclosure of Confidential Information.

Either party may use, copy, or disclose the Confidential Information to the extent required by any subpoena or order of any government authority, or otherwise as required by law, provided that the disclosing party shall give prompt notice to the other party of the circumstances.

10. APPLICABLE SALES AND USE TAXES

Licensee agrees to pay all applicable Sales and Use Taxes associated with the Real Vision Imaging Solution. If the Licensee has a tax exempt status, the Licensee agrees to provide the Licensor with a copy of their tax exempt certificate.

In the event any future audits by the Licensees taxing authorities determine that Sales or Use Taxes must be paid by the Licensor on behalf of the Licensee, Licensee agrees to reimburse the Licensor an amount equal to the amount paid on the Licensees behalf.

This provision would not apply to the Licensee if the taxes were collected by the Licensor and inadvertently not paid to the appropriate taxing authorities.

11. GENERAL

This Agreement can be modified only by a written agreement duly signed by persons authorized to sign agreements on behalf of the LICENSEE and of RVI and variance from the terms and conditions of this Agreement in any LICENSEE purchase order or other written notification will be of no effect.

Neither LICENSEE nor RVI are responsible for failure to fulfill their respective obligations under this Agreement due to causes beyond their control. No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or in the area of nonpayment, more than two years from the date of the last payment. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Louisiana both as to interpretation and performance. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

12. ESCROW AGREEMENT

Licensor has agreed to deposit in escrow a copy of the source code of the Licensed Software covered by the License Agreement (the "Source Code"), as well as any corrections or enhancements to such Source Code with the Escrow Agent, Gold Weems, Bruser, Sues & Rundell, a Professional Law Corporation, office located at 2001 MacArthur Dr., Alexandria, Louisiana, 71303.

A default by Licensor shall be deemed to have occurred under this Escrow Agreement upon the occurrence of any of the following:

- If Licensor has availed itself of, or been subjected to by any third party, a proceeding in bankruptcy in which Licensor is the named debtor, an assignment by Licensor for the benefit of its creditors, the appointment of a receiver for Licensor, or any other proceeding involving insolvency or the protection of, or from, creditors, or
- If Licensor has ceased its ongoing business operations, or maintenance, or other support of the Licensed Software; or
- If any other event or circumstance occurs which demonstrates with reasonable certainty the inability or unwillingness of Licensor to fulfill its obligations to Licensee under the License Agreement, this Escrow Agreement or any maintenance contract between the parties, including, without limitation, the correction of defects in the Licensed software.

A Licensee shall give written notice to Escrow Agent and Licensor of the occurrence of a default hereunder. Unless within (7) days after receipt of Licensee's Notice, Licensor files with the Escrow Agent its affidavit executed by a responsible executive officer stating that no such default has occurred or that the default has been cured, then the Escrow Agent shall on the eighth (8) day deliver to that Licensee, in accordance with Licensee's instructions, a copy of the entire Source Code and Commentary with respect to that Licensee's Licensed Software then being held at Licensee's expense. If Escrow Agent receives an objection to the release by Licensor, supported by Licensor's affidavit as described above, Escrow Agent shall place the escrowed Licensed Software and Commentary in the registry of the Ninth Judicial District Court, Rapides parish, State of Louisiana and invoke a concursus proceeding between Licensor and Licensee.

When a Licensee obtains possession of the Source Code and/or Commentary from the Escrow Agent or through a concursus proceeding, the Licensee may use the Source Code and Commentary only to perform software support functions, for additional development of derivative works, shell products, or surround software products (to the extent allowed by the License Agreement) or corrective programming services involving the Licensed Software. The Licensee is prohibited from selling, reproducing or distributing copies of the Source Code and/or Commentary beyond the extent allowed in its License Agreement.

13. INFORMATION

In the event the Licensee upgrades their iSeries model from one CPU pricing tier to another, a differential software upgrade fee will be due if the Licensee is using either the RVI Basic or RVI Complete Imaging System. CPU tiers are as follows:

TIER 1	<u>Models</u>	<u>Features</u>	TIER 2	<u>Models</u>	<u>Features</u>	TIER 3	<u>Models</u>	<u>Features</u>
	170	All		500	All		510	All
	250	All		550	All		570	All
	270	All		620	All		740	All
	520	All		720	All		830	All
	600	All		730	All		840	All
	800	All		810	All		870	All
				820	All		890	All
				825	All			



P.O. Box 12958
Alexandria, LA 71315

**REAL VISION SOFTWARE INC.
ANNUAL SOFTWARE SUPPORT AGREEMENT COVER**

This Support Agreement, by and between Real Vision Software, Inc., a Louisiana Corporation hereinafter referred to as RVI, and hereinafter referred to as "Licensee":

Boone County Government, IT Department

ORGANIZATION NAME

801 E. Walnut, Rm. 221

STREET ADDRESS

Columbia, MO 65201

CITY/STATE/ZIP

573-886-4315

TELEPHONE NUMBER

This Support Agreement applies to the Real Vision Complete Software Imaging System.
(Spool File, Basic or Complete)

The Support Fee for the above Licensed Software is \$3,000.00

The Support Term is from _____ to _____
(Commencement Date: Month of Installation) (Initial Term: 15 Months, Annually Thereafter)

The computer with which the Licensed Software is to be used is known as the Designated Computer and is identified as follows:

iSeries Model	Feature Code	Media	Serial Number
<u>9406-810 2467</u>			<u>0024418</u>

The LICENSEE acknowledges that it has read this agreement, the terms and conditions of which are set forth on this page and in the RVI Support Agreement Terms and Conditions Document attached hereto, and understands it and agrees to be bound by its terms and conditions (the "Support Agreement"). Further, the LICENSEE agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Support Agreement.

RVI:

Real Vision Software, Inc.

David H. Woodring
Vice President

Date: _____

4/12/05

LICENSEE:

By: Keith Schnarre

Name: Keith Schnarre

Title: Presiding Commissioner

Date: 1/10/2006

APPROVED AS TO
LEGAL FORM

DATE: 1/13/06

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the 10th day of January 20 06

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

Now on this day the County Commission of the County of Boone does hereby award bid 85-20DEC05 Sale of Scrap Metal Term and Supply to Central Metals Recycling LLC. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 10th day of January, 2006.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 9, 2006
RE: 85-20DEC05 – Sale of Scrap Metal Term and Supply

The Bid for Sale of Scrap Metal Term and Supply was issued on December 5, 2005 and closed on December 20. Three bids were received. Upon the completion of the bid evaluation, Purchasing and Public Works recommend awarding to the high Bidder for \$62.50/ton. Our current contract with this vendor is for \$22.50/ton.

This is a Term and Supply contract for the period February 1, 2006 through July 31, 2006 and may be renewed for five (5) additional six month periods. Money received will be deposited in department 2049 – Public Works Administration, account 3830 – Sales.

Please find attached a copy of the bid tabulation for your review.

att: bid tabulation

cc: Greg Edington, Public Works
Bid File

**BID TABULATION FOR INVITATION FOR BID
85-20DEC05 Scrap Metal**

		C. Grantham Company	Central Metals Recycling LLC	Galamba Metals Group, LLC
1.0	Base Bid - Vendor Pickup (Price per ton)	\$30.00	\$62.50	\$20.00
1.a	Alternate Bid - Boone County Deliver (Price per ton)	N/A	\$70.00	No Bid
	Location of Vendor Facility	No Bid	Mexico, MO	No Bid
2	Agree to Cooperative Purchasing? Yes/No	Yes	Yes	Yes
	Can you provide a trailer and roll-off bin?	No Bid	Yes	Yes
	Renewal 1 - August 1, 2006 – January 31, 2007:	5%	0%	30%
	Renewal 2 - February 1, 2007 – July 31, 2007:	5%	0%	30%
	Renewal 3 - August 1, 2007 – January 31, 2008:	5%	0%	30%
	Renewal 4 - February 1, 2008 – July 31, 2008:	5%	0%	30%
	Renewal 5 - August 1, 2008 – January 31, 2009:	5%	0%	30%

No Bids

InterMark - return to sender
Central States Refining Co.

**PURCHASE AGREEMENT
FOR
SALE OF SCRAP METAL – TERM & SUPPLY**

THIS AGREEMENT dated the 10th day of JANUARY 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Central Metals Recycling**, 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 **Sale of Scrap Metal Term & Supply**, County of Boone Invitation for Bid for the Sale of Scrap Metal Term & Supply, bid number **85-20DEC05**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor’s bid response dated December 7, 2005 and executed by Robert Reed 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 Invitation for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor’s bid response.

2. Contract Duration - This agreement shall commence on February 1, 2006 and extend through July 31, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for five additional six-month periods subject to the pricing clauses in the Contractor’s bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to sale to the Contractor and the Contractor agrees to purchase the County’s Scrap Metal. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to remove accumulated scrap metal within two (2) weeks of notification by the County.

5. Billing and Payment - All weight tickets shall be submitted with payment check made payable to *The Road and Bridge Fund* and submitted to the Public Works Department. Tickets may only include the bid price 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 charged to the County.


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

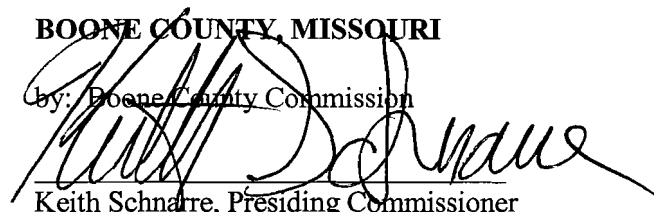
7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

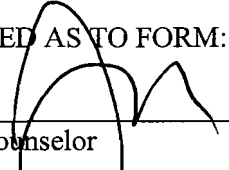
8. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

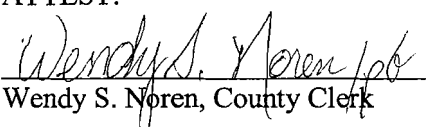
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services delivered are not in conformity with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

CENTRAL METALS RECYCLING
by 
title owner
address 11923 Hwy 54E,
Mexico Mo. 65265

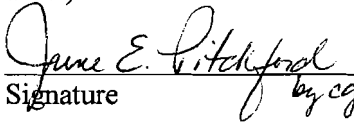
BOONE COUNTY, MISSOURI
by: Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u></u>	2049-3830 Term & Supply (No Encumbrance Required)
Signature <u>by cgy</u>	Date <u>1/4/06</u>
	Appropriation Account _____

IFB #85-20DEC05
BID OPENING: TUESDAY, DECEMBER 20, 2005
TIME: 10:30 A.M., C.D.T.

CENTRAL METALS REFINING
(NAME OF FIRM OR INDIVIDUAL SUBMITTING THIS BID)

DATE: 12/7/05, 2005

INVITATION FOR BIDS
FOR THE SALE OF SCRAP METAL
LOCATED AT THE
PUBLIC WORKS DEPARTMENT - NORTH FACILITY
FOR THE COUNTY OF BOONE
COLUMBIA, MISSOURI

To the County Commission
of Boone County
Columbia, Missouri 65201

BID FORM

1. The undersigned hereby offers to purchase under the terms and conditions indicated in the bid for the Sale of Scrap Metal for Boone County - Columbia, Missouri:

BASE BID:

Vendor Pickup of Scrap Metal at North Facility of Boone County: —

For the sale of Scrap Metal Pile for a six-(6) month period, I offer:
\$ 67.50 per ton.

ALTERNATE BID:

County Delivery of Scrap Metal to Vendor Facility:

For the sale of Scrap Metal Pile for a six-(6) month period, I offer:
\$ 70.00 per ton.

Location of Vendor Facility: Central Metals Mexico Mo.

2. 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

3. Maximum amount of increase or decrease percentage to pricing at renewal term:

- a. Renewal 1 - August 1, 2006 - January 31, 2007: + or - 0 %
b. Renewal 2 - February 1, 2007 - July 31, 2007: + or - 0 %
c. Renewal 3 - August 1, 2007 - January 31, 2008: + or - 0 %
d. Renewal 4 - February 1, 2008 - July 31, 2008: + or - 0 %
e. Renewal 5 - August 1, 2008 - January 31, 2009: + or - 0 %

NAME OF BIDDER: CENTRAL METALS RECYCLING
OFFICIAL ADDRESS: 11923 Hwy 54E

MEXICO MO 65265
PHONE NUMBER: 573-581-0336

SIGNATURE: *Robert Reed OMR*

FAX: 573-581-0717

PRINTED NAME: ROBERT REED

CELL # 573 473 6611

MFA scale. The successful bidder will be paid based on the net weight of scrap metal removed.

- D. The successful bidder shall assume full responsibility for damage to County property during the removal of the material for sale. Repairs of any damage shall be completed to the County's satisfaction. If repairs are not done to the County's satisfaction, the County reserves the right to procure the services of a qualified vendor and the successful bidder shall reimburse the County for the cost of the repairs.
- E. Removal must be scheduled a minimum of one (1) day in advance. Removal operations shall occur during normal working hours only, 8:00 a.m. to 4:00 p.m., on workdays, Monday through Friday, and shall not interfere with the operations of the Public Works Department or any other County entity.
- F. Can you provide a trailer and a roll-off bin for County scrap metal? Yes
 No

VIII. ALTERNATE BID

- A. The County will accumulate scrap metal throughout the contract period. The County will deliver the accumulated scrap metal to the Contractor's facilities.

Last page of contract

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID # ITW CENTR-5	DATE (MM/DD/YYYY) 02/20/06
PRODUCER Gallaher-Tangora-Rodes Ins. P. O. Box 798 Mexico MO 65265-0798 Phone: 573-581-8330 Fax: 573-581-8372	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Central Metals Recycling LLC Robert J. Reed 11923 Hwy 54 East Mexico MO 65265	INSURERS AFFORDING COVERAGE INSURER A: Western World Insurance INSURER B: Acuity Insurance Company INSURER C: Missouri Employers Mutual Ins. INSURER D: INSURER E:	NAIC #	

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	SCP0523694	02/15/06	02/15/07	EACH OCCURRENCE \$ 1000000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 1000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 1000000 PRODUCTS - COMP/OP AGG \$ 1000000	
B		AUTOMOBILE LIABILITY	117835	02/15/06	02/16/07	COMBINED SINGLE LIMIT (Ea accident) \$ 100000	
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$	
		EXCESS/UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	MEM101175600	01/17/05	01/17/06	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Metal Scrap Dealers, Hwy 54 E, Mexico, MO

CERTIFICATE HOLDER Boone County Purchasing Melinda Bobbitt 601 E. Walnut Room 208 Columbia MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

SALE OF SURPLUS PROPERTY

**INVITATION FOR BIDS
FOR THE
SALE OF SCRAP METAL
LOCATED AT BOONE COUNTY
PUBLIC WORKS NORTH FACILITY**

**FOR THE
COUNTY OF BOONE
COLUMBIA, MISSOURI
IFB #85-20DEC05**

BID OPENING DATE: TUESDAY, DECEMBER 20, 2005

TIME: 10:30 A.M. C.D.T.

Prepared by:

Melinda Bobbitt, CPPB, Director of Purchasing
Boone County
601 E. Walnut, Room 208
Columbia, MO 65201
Telephone: (573) 886-4391
Fax: (573) 886-4390
E-Mail: mbobbitt@boonecountymo.org

Dated: December 5, 2005

INVITATION FOR BIDS

I. BIDS:

Sealed bids will be received by the County of Boone - Missouri for the Sale of Scrap Metal located at the Public Works Department, North Facility, Columbia, Missouri. Bidders shall hold their bids firm for a period of six (6) months from date of award.

II. DESCRIPTION:

Boone County generates approximately 8,000 tons of scrap metal annually. The scrap metal consists mostly of old culvert pipe, fittings, valves, and tire rims. The stated quantities are estimated quantities based on historical scrap quantities, but are not intended to be a guarantee of future quantities.

III. BID FORM:

Attached hereto is a Bid Form to be used for the submission of information requested herein. The Purchasing Department of Boone County must receive the Bid Form no later than Tuesday, December 20, 2005 at 10:30 A.M., C.D.T. The bid must be sealed and clearly addressed to Boone County Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201 with a notation of the sealed envelope marked "**Bid for Sale of Scrap Metal (IFB #85-20DEC05)**".

IV. WITHDRAWAL OF BIDS:

Any bidder may withdraw their bid at anytime prior to the scheduled closing time for the receipt of bids, but no bidder may withdraw their bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids. Only telegrams, letters, e-mails and other written requests for corrections of a previously submitted bid which are addressed in the same manner as bids and are received by the County prior to the scheduled closing time for the receipt of bids will be accepted.

V. AWARD:

The County shall make award to the highest and best bid. The County reserves the right to reject any and all bids and to waive informalities in bids.

VI. TERMS OF SALE:

A. The material for sale is offered for sale on an "as is" and "where is" basis, and the County makes no guarantee as to its condition.

- B. **Contract Duration:** The Contract period shall be from **February 1, 2006 through July 31, 2006**. The contract may be extended beyond the expiration date for five (5) additional 6-month periods.
- C. At the option of the County, the Purchase Price shall be paid by a Certified or Cashiers Check, payable without condition to "The Road and Bridge Fund", in advance of the removal of the property. If payment is not made within the specified time, the property shall then become the property of the County and the bid will be considered void. **Weight tickets shall be submitted with payment check.**
- D. It is understood by bidder in submitting a bid that the bidder is responsible for viewing the material for sale and discovering the procedures required for the removal of such. To arrange for a visit to the North Facility of Public Works, please contact Greg Edington at (573) 449-8515.
- E. The successful Contractor will be required to provide the following insurance requirements:

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.

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.

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.

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.

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.

- F. **LIABILITY:** The Contractor will assume responsibility and liability for all injuries to persons or damages to property directly or indirectly, due to or arising out of, the removal operations by the successful bidder. Said Contractor agrees to indemnify and save harmless the County of Boone - Missouri its directors, agents, and employees from and against any or all claims whatsoever kind and nature due to or arising out of the sale or removal of said scrap.

VII. BASE BID

- A. The County will accumulate scrap metal throughout the contract period. The successful bidder may be required to remove accumulated scrap metal quarterly and within two (2) weeks of notification by the County.
- B. The successful bidder shall be responsible for removing the material for sale from County property, including all related costs. County personnel will assist the successful bidder in the loading of the material onto the bidder's truck.
- C. During each visit to remove scrap metal, the successful bidder shall weigh in and weigh out at an agreed upon scale site. Please state your scale site:

_____. The successful bidder will be paid based on the net weight of scrap metal removed.

- D. The successful bidder shall assume full responsibility for damage to County property during the removal of the material for sale. Repairs of any damage shall be completed to the County's satisfaction. If repairs are not done to the County's satisfaction, the County reserves the right to procure the services of a qualified vendor and the successful bidder shall reimburse the County for the cost of the repairs.
- E. Removal must be scheduled a minimum of one (1) day in advance. Removal operations shall occur during normal working hours only, 8:00 a.m. to 4:00 p.m., on workdays, Monday through Friday, and shall not interfere with the operations of the Public Works Department or any other County entity.
- F. Can you provide a trailer and a roll-off bin for County scrap metal? Yes
 No

VIII. ALTERNATE BID

- A. The County will accumulate scrap metal throughout the contract period. The County will deliver the accumulated scrap metal to the Contractor's facilities.

IFB #85-20DEC05
BID OPENING: TUESDAY, DECEMBER 20, 2005
TIME: 10:30 A.M., C.D.T.

(NAME OF FIRM OR INDIVIDUAL SUBMITTING THIS BID)

DATE: _____, 2005

INVITATION FOR BIDS
FOR THE SALE OF SCRAP METAL
LOCATED AT THE
PUBLIC WORKS DEPARTMENT - NORTH FACILITY
FOR THE COUNTY OF BOONE
COLUMBIA, MISSOURI

To the County Commission
of Boone County
Columbia, Missouri 65201

BID FORM

1. The undersigned hereby offers to purchase under the terms and conditions indicated in the bid for the Sale of Scrap Metal for Boone County - Columbia, Missouri:

BASE BID:

Vendor Pickup of Scrap Metal at North Facility of Boone County:

For the sale of Scrap Metal Pile for a six-(6) month period, I offer:
\$ _____ per ton.

ALTERNATE BID:

County Delivery of Scrap Metal to Vendor Facility:

For the sale of Scrap Metal Pile for a six-(6) month period, I offer:
\$ _____ per ton.
Location of Vendor Facility: _____

2. 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

3. Maximum amount of increase or decrease percentage to pricing at renewal term:

- a. Renewal 1 - August 1, 2006 – January 31, 2007: + or - _____ %
- b. Renewal 2 - February 1, 2007 – July 31, 2007: + or - _____ %
- c. Renewal 3 - August 1, 2007 – January 31, 2008: + or - _____ %
- d. Renewal 4 - February 1, 2008 – July 31, 2008: + or - _____ %
- e. Renewal 5 - August 1, 2008 – January 31, 2009: + or - _____ %

NAME OF BIDDER: _____

OFFICIAL ADDRESS: _____

PHONE NUMBER: _____

SIGNATURE: _____

FAX: _____

PRINTED NAME: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 06

In the County Commission of said county, on the 10th day of January 20 06

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

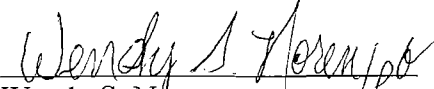
Now on this day the County Commission of the County of Boone does hereby award bid 62-08NOV05 Records Storage and Management Term and Supply to Undergraduate Records Management. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

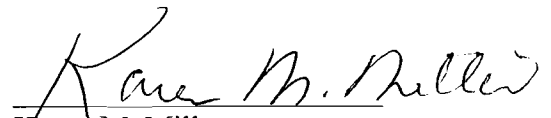
Done this 10th day of January, 2006.



Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: December 28, 2005
RE: 62-08NOV05 – Records Storage and Management

The Request for Proposal for *Records Storage and Management* closed on November 8, 2005. Three proposal responses were received.

The evaluation committee consisted of the following:

Kathy Lloyd, Court House Administrator
Karen Miller, District I Commissioner
Carol Rumble, Circuit Clerk's Office
Tim Wyatt, Boone Central Title

The evaluation committee recommends award to Underground Records Management per their attached evaluation report for offering the lowest and best bid for Boone County. No Purchase Requisitions are attached since this is a term and supply contract. Invoices will be paid from 1196 – Records Management, account 71525 – Storage Charges.

ATT: Evaluation Report
Evaluation Report Form
Pricing Spreadsheet

cc: Proposal File

EVALUATION REPORT FORM
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI
 REQUEST FOR PROPOSAL NUMBER - 62-08NOV05 - Records Storage and Management
 Melinda Bobbitt, CPPB

NAME OF OFFEROR	Method of Performance (35 points)	Experience/ Expertise of Contractor (15 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	For Purchasing Use Only	
				COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Fry-Wagner Mid-Missouri	10	5	15	33	48.0
Data Retention Services	25	15	40	49	89.0
Underground Records Management	35	10	45	50	95.0

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

Kathy Lloyd
 Evaluator's Signature Date
 Kathy Lloyd, Court House Administrator

Tim Wyatt
 Evaluator's Signature Date
 Tim Wyatt, Boone Central Title

Karen Miller 1/03/06
 Evaluator's Signature Date
 Karen Miller, Associate Commissioner

Carol Rumble 12-22-05
 Evaluator's Signature Date
 Carol Rumble, Circuit Clerk's Office

**Evaluation Report for Proposal
62-08NOV05 – Records Storage and Management**

I. OFFEROR: Data Retention Services, Inc.

 X It has been determined that **Data Retention Services Inc.** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that **Data Retention Services Inc.** has submitted a **non-responsive** proposal.

Experience and Expertise of Offeror:

Strengths:

- 10 years of experience in record storage and data destruction (pg. 1)
- Local references of similar size and scope provided with over eight years of experience with these references (pg. 6-7)

Concerns:

- Received one unsolicited bad reference when checking references on one of the other Offerors.

Method of Performance:

Strengths:

- Requests for County access to file without emergency rush charge is one hour (vs. three hour specification). (pg. 2).
- Thorough disaster plan described (pg. 4, s)
- Vendor demonstrated impressive on-site shredding service during the facility tour with large quantities of shredding being able to be performed in an hour.
- Offered capability of media destruction.
- Offered both manual and electronic tracking of boxes/files.
- Close proximity to courthouse of 5 miles.
- The area offered for secure storage is heated and air conditioned and offered a comfortable work environment for Boone County office staff.

Concerns:

- Not sure if this proposal meets specification 1. ...must meet all applicable requirements of National Fire Protection Association 232-2000 (pg. 3)

- 11/30/05 Melinda Bobbitt/Purchasing talked with Steve Sapp of the Columbia Fire Department, and he confirmed that Data Retention Services is fully sprinklered, has full detection, and has Type 1 Construction (all steel). For the most part, they meet the main requirements of NFPA 2332-2000.
- It was not confirmed that the walls have a four hour fire rating, paragraph K, page 2 of 7.
 - Agreed to in BAFO #1 response.
- Response to paragraph M is not clear. Is the thermostat controlled by the County rather than Data Retention Services? We assumed that the facility regulated the environment. (Paragraph R.a. of our proposal).
 - BAFO #1 response clarified that DRS controls the thermostat, but the locked room can be controlled to a greater extent.
- Contractor personnel background checks do not seem very thorough by just using the county's website. Also, are employees bonded and insured? (Paragraph p, page 3 of 7). Record checks not broad enough – need records checks through MSHP – Criminal History Reporting.
 - BAFO #1 response clarified that employees are bonded and insured, and if awarded contract, they will begin using the MO Highway Patrol for criminal checks.
- Verify with Data Retention Services that they are not charging for picking up and delivering records to the County throughout the contract period.
 - New pricing page in BAFO #1 clarified the pricing structure.
- Pricing: Ask for firm price increases in next four renewal periods in BAFO #1.
 - BAFO #1 response offers zero price increase for next four renewal periods.
- How does vendor track record storage...by bar-coding or other method?
 - Method addressed in BAFO #1.
- Can record requests be made per web access or e-mail?
 - By telephone or e-mail requests according to BAFO #1 response.
- Add to BAFO for all vendors that we will allow Banker's Boxes to be stacked five high.
 - BAFO #1 response stated that all boxes are only stacked three high.

For a second BAFO, following the facility tour, the evaluation committee would like the following areas clarified:

- Describe how the transition process would work for moving the County's records to another facility if, for example, you were awarded the contract from this bid, but the next time the County bid, another vendor received award.
 - Addressed in BAFO #2 response – Data would deliver to next successful contractor.
- Attached are the County's insurance requirements which will be required from the successful Contractor at time of award.
 - Agreed to increase their insurance at time of award per BAFO #2 response.

- State within how many days following contract award the initial move to your facility and indexing of our boxes/files/cabinets will be complete.
 - One week to 30 days, but service to Boone County would not be interrupted per BAFO #2 response.
- Provide an electronic sample of how you keep your records (i.e. index). Also, once a file has been pulled, is it indexed?
 - Provided in BAFO #2 response
- Clarify that Data Retention Services understands that they bid to keep pricing firm for five years.
 - Understood per BAFO #2 response.

Summary: of Data Retention Service’s Proposal:

Following the initial Evaluation Committee meeting on November 21, 2005, the evaluation committee offered a Best and Final Offer Number One to Data Retention Services to clarify the initial concerns. Following the facility tour on December 7, 2005, the committee identified some other areas of concern and offered a second Best and Final Offer. During the evaluation committee meeting on December 19, 2005, the committee decided to NOT award to this Offeror. Although Data Retention Center offered a quality storage center with an impressive shredding process, they were not the low bid, and they did not offer bar-coding of their boxes and files.

II. OFFEROR: Fry-Wagner Mid-Missouri Inc.

 X It has been determined that **Fry-Wagner Mid-Missouri Inc.** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that **Fry-Wagner Mid-Missouri Inc** has submitted a **non-responsive** proposal.

Experience and Expertise of Offeror:

Strengths:

- Been in business since 1908 for moving services (page 1).

Concerns:

- None identified

Method of Performance:

Strengths:

- Employees are bonded and insured (pg. 3, P.).

- An emergency or rush delivery can be available for pick-up or delivery within 10 minutes (pg. 4).
- Bar Code Tracking - File is tracked while out of facility and tracked for the life of that file as to who and when it was requested and how many times the files were requested (pg. 4).
- Bidder offers web access for easy communication.
- Closest proximity to the Court House of 3.64 miles.

Concerns:

- Is there any charge associated with Boone County using Fry-Wagner Mid-Missouri, Inc. RSQL System from O'Neil Software?
 - Answered in BAFO #1. \$150/user annually or a 'user' may be defined as a group or department of individuals who share a user name.
- "Emergency requests should be no more than 10 items". (pg. 2, F.). Please define "more understanding". Is there an additional charge?
 - Answered in BAFO #1 – they will try to facilitate all emergency requests within one hour. No additional charge noted if we request more than 10 files.
- "Check boxes stacked up to five high". We did not differentiate on any box type being allowed to be stacked five high (paragraph Q, page 3). Added to BAFO #1 for all vendors that we will allow Banker's Boxes to be stacked five high.
- Special room for "county only access" not addressed (paragraph R, page 4).
 - Addressed and clarified in BAFO #1.
- It was not clear if County personnel can view the destruction of our records. (Paragraph V, page 5).
 - BAFO #1 clarified that our personnel can view the destruction of our records.
- On-site shredding not available (pg. 5). They have someone else do their shredding. Shredding costs \$0.15 per pound.
- Highest Emergency Delivery Service of \$45.00 and has a minimum delivery charge of \$25.00.
- Fry-Wagner has attached a separate agreement with terms that are not acceptable (i.e. "b. refuse access to deposits). Added to BAFO that Boone County will provide the Contract Agreement for signature.
 - BAFO #1 response agreed that this is acceptable for Fry-Wagner.
- Pricing: Ask for firm price increases in next four renewal periods in BAFO #1.
 - BAFO #1 response stated vendor would agree to Consumer Price Index for pricing increases at renewal time.
- Make sure there is humidity and climate control. Must have air condition in the summer. Paragraph M seems to conflict with paragraph m. (Paragraph k, page 2)
 - Facility is not air conditioned in the summer.
- Do they meet our specification for Pest Control semi-annual treatment and/or inspection? (paragraph O, page 3)
 - BAFO #1 response more than meets this requirement with inspections being provided monthly.

- Clarify background checks (paragraph p, page 3)
 - According to BAFO #1, Fry-Wagner might agree to MO Highway Patrol checks depending on the pricing.

Summary of Fry-Wagner Mid-Missouri’s proposal:

Following the initial Evaluation Committee meeting on November 21, 2005, the evaluation committee offered a Best and Final Offer Number One to Fry-Wagner to clarify the initial concerns. Following the facility tour on December 7, the evaluation team determined that although this Offeror is located within the closest proximity to the courthouse, the facility is not air conditioned to provide climate and temperature control storage of our records. In addition, their pricing is not competitive. For these reasons, the Evaluation Committee decided to not offer a second Best and Final Offer to Fry-Wagner and to NOT award to this Offeror.

III. OFFEROR: Underground Records Management

 X It has been determined that **Underground Records Management** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that **Underground Records Management** has submitted a **non-responsive** proposal.

Experience and Expertise of Offeror:

Strengths:

- Provided impressive local references (State Historical Society of Missouri)

Concerns:

- Only has two years of record storage experience and references provided have less than one year of service with this vendor.

Method of Performance:

Strengths:

- Boxes are bar coded for easy access and thorough tracking, and when a file is pulled, it is then bar-coded.
- Shredding of records is performed on-site.
- Bidder offers web access for easy communication.
- Zero transfer costs associated with initial transfer from county.
- Close proximity to courthouse of 4.6 miles.
- Facility is completely sprinklered, including roadways and parking areas.

- The facility offers an option for the County in the future for a record storage area where all records are accessed and pulled by County staff. This could potentially be a cost effective long-term solution for the County.
- Offered both manual and electronic tracking of boxes/files.
- The underground facility structure offers superior protection from natural disasters.

Concerns:

- Is there any charge associated with the RS Web Feature? (pg. 1)
 - No charge according to BAFO #1 response.
- Proposal response takes exception to our specification for meeting all applicable requirements of National Fire Protection Association 232-2000 pg. 11, l. of RFP. (See proposal response page 2).
 - Steve Sapp from the Columbia Fire District stated that Underground more than meets the requirements in NEPA232 (per phone conversation with Melinda Bobbitt on 11/29/05, 8:03 a.m). The main requirements of NEPA232 are with the building construction, the sprinkler system, and fire suppression and detection. He said that NEPA232 requires a sprinkler rack system and no facility in Columbia, MO has that except Furniture Row, but Underground's entire facility does have a sprinkler system and their rock facility is of very desirable construction for fire suppression. He said their facility is fully sprinklered and non-combustible. They are compliant with all local codes and are toured regularly by his staff. He was very involved in their design phase. He said the Columbia Fire District follows the codes in IFC (International Fire Code) rather than NEPA (National Fire Protection Association).
- Are employees bonded and insured? (Page 2).
 - BAFO #1 responses states "not at this time, but if it is a Boone County requirement, then they will investigate doing so".
- Disaster Plan on Exhibit D only appears to be for computer backup (pg. 3 and Exhibit D). It does not appear as though they responded fully on how they would respond to a disaster recovery event, such as fire, water damage, etc.
 - Addressed in BAFO #1 response.
- Pricing: Ask for firm price increases in next four renewal periods in BAFO #1.
 - BAFO #1 proposed no more than a 5% increase each year.
- Need more detail on hiring of personnel – must obtain complete criminal history. Complete criminal history credit check supplied through the Missouri Highway Patrol. (Paragraph p, page 2).
 - Expressed a willingness in BAFO #1 to use the MO Highway Patrol and are in the process of setting that up.
- Add to BAFO for all vendors that we will allow Banker's Boxes to be stacked five high.
 - BAFO #1 response stated that all boxes will only be stacked three high.
- Is the security system monitored off-site? (paragraph p, page 2)
 - BAFO #1 states that it will be in the future by Midwest Electronics.

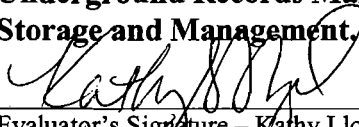
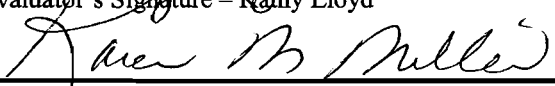
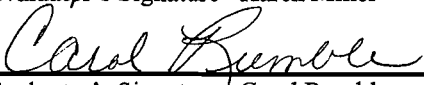
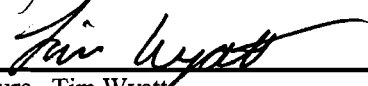
For a second BAFO, following the facility tour, the evaluation committee would like the following areas clarified:

- Describe how the transition process would work for moving the County's records to another facility if, for example, you were awarded the contract from this bid, but the next time the County bid, another vendor received award.
 - Addressed in BAFO #2 – New contractor could pick up from Underground's loading dock.
- Attached are the County's insurance requirements which will be required from the successful Contractor at time of award.
 - Agreed to meet insurance requirements per BAFO #2 response.
- Concern that the work station they are providing to view Boone County records is only 60 degrees. Could there be a space heater available for long usage of the office?
 - Agreed to provide space heater per BAFO #2 response.
- State within how many days following contract award the initial move to your facility and bar-coding of our boxes/files/cabinets will be complete.
 - 5-6 working days per BAFO #2 response.
- Concern about the maximum percentage renewals since it is considered in award of the contract for future renewal periods.
 - Submitted revised pricing per BAFO #2 response
- Confirm that you agree to bond and insure your employees should you receive award of this contract.
 - Confirmed per BAFO #2 response
- Need Underground to make recommendation on how much square footage is needed to store our secure records so we can determine if we would want a secure storage vault built if we award to this vendor.
 - 736 square foot per BAFO #2 response

Summary of Underground Records Management's Proposal:

Following the initial Evaluation Committee meeting on November 21, 2005, the evaluation committee offered a Best and Final Offer Number One to Underground Records Management to clarify the initial concerns. Following the facility tour on December 7, 2005, the committee identified some other areas of concern and offered a second Best and Final Offer. Following the evaluation committee meeting on December 19, 2005, the committee recommends award of contract to Underground Records Management for offering the low bid and the best solution for the long term needs of the County for record storage management. The committee prefers the bar-code tracking system of boxes and files bid by Underground and the protection from natural disasters that an underground facility can offer.

**We recommend that the County of Boone – Missouri award contract(s) to
Underground Records Management for the services of RFP 62-08NOV05 – Records
Storage and Management.**

	12-27-05
_____ Evaluator's Signature – Kathy Lloyd	_____ Date
	12/27/05
_____ Evaluator's Signature –Karen Miller	_____ Date
	12-22-05
_____ Evaluator's Signature –Carol Rumble	_____ Date
	
_____ Evaluator's Signature –Tim Wyatt	_____ Date

Estimated Cost of Contract for Bid 62-08NOV05

Records Storage and Management

	Quantity	Fry-Wagner Mid Missouri	Fry Wagner Extended	Fry Wagner Yearly Est. Contract total	Data Retention Service Inc.	Data Ret Srcv Extended	Data Ret Srcv Yearly Est Contract Total	Underground Records Mgmt	Underground Records Mgmt Extended	Underground Records Mgmt Yearly Est Contract Total
5.2. Vendor Transfers Records (one time charge)	1	3,030.00	3,030.00	3,030.00	620.00	620.00	620.00	0.00	0.00	0.00
5.2.1. County Delivers	0	757.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.3. Monthly Storage Charge:										
a. Standard Box	2450	0.25	612.50	7,350.00	0.20	490.00	5,880.00	0.20	490.00	5,880.00
b. Long Box	31	0.40	12.40	148.80	0.28	8.68	104.16	0.28	8.68	104.16
c. Metal File Cabinet	4	1.00	4.00	48.00	5.00	20.00	240.00	1.12	4.48	53.76
d. Record Book	100	0.20	20.00	240.00	0.10	10.00	120.00	0.20	20.00	240.00
e. Fed X Box	8	0.30	2.40	28.80	0.20	1.60	19.20	0.20	1.60	19.20
5.4. Secure, locked room (accessible only to Boone County designated staff Records Storage per Month:										
a. Standard Box	265	0.40	106.00	1,272.00	0.20	53.00	636.00	0.38	100.70	1,208.40
b. Long Box	0	0.64	0.00	0.00	0.28	0.00	0.00	0.56	0.00	0.00
c. Metal File Cabinet	65	1.60	104.00	1,248.00	5.00	325.00	3,900.00	2.24	145.60	1,747.20
d. Record Book	0	0.32	0.00	0.00	0.10	0.00	0.00	0.38	0.00	0.00
e. Fed X Box	0	0.48	0.00	0.00	0.20	0.00	0.00	0.38	0.00	0.00
5.5. Contractor File Retrieval per year:										
a. File/Document	180	3.50	630.00	700.00	1.25	225.00	225.00	1.95	351.00	351.00
b. Box	10	2.50	25.00	25.00	1.50	15.00	15.00	1.95	19.50	19.50
Minimum Charge	100	25.00	2,500.00	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00

	Quantity	Fry-Wagner Mid Missouri	Fry Wagner Extended	Fry Wagner Yearly Est. Contract total	Data Retention Service Inc.	Data Ret Srvc Extended	Data Ret Srvc Yearly Est Contract Total	Underground Records Mgmt	Underground Records Mgmt Extended	Underground Records Mgmt Yearly Est Contract Total
Note: Fry Wagner \$25										
5.6. Contractor File Re-Filing per year:										
a. File/Document	180	3.50	630.00	700.00	1.25	225.00	225.00	1.95	351.00	351.00
b. Box	10	2.50	25.00	25.00	1.50	15.00	15.00	1.95	19.50	19.50
5.7 Pickup/Delivery Round Trip:										
a. County Public Works (south)	0	25.00	0.00	0.00	9.50	0.00	0.00	15.00	0.00	0.00
b. County Public Works (north)	0	25.00	0.00	0.00	9.50	0.00	0.00	15.00	0.00	0.00
c. County Sheriff Department	0	25.00	0.00	0.00	9.50	0.00	0.00	15.00	0.00	0.00
d. County Juvenile Justice Center	0	25.00	0.00	0.00	9.50	0.00	0.00	15.00	0.00	0.00
5.7.b. Pickup/Delivery Round Trip per month:										
a. Court House/Government Center/Johnson Building each round trip delivery	8	25.00	200.00	2,400.00	9.50	76.00	912.00	15.00	120.00	1,440.00
b. Court House/Government Center/Johnson Building - each additional drop site	0	10.00	0.00	0.00	1.50	0.00	0.00	0.00	0.00	0.00

	Quantity	Fry-Wagner Mid Missouri	Fry Wagner Extended	Fry Wagner Yearly Est. Contract total	Data Retention Service Inc.	Data Ret Srcv Extended	Data Ret Srcv Yearly Est Contract Total	Underground Records Mgmt	Underground Records Mgmt Extended	Underground Records Mgmt Yearly Est Contract Total
5.8. Boone County's Delivery and Pickup of Boxes to/from Contractor's Facility										
a. File/Document	0	3.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Box	0	2.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.9. State other fees the County may occur if other County departments utilize this contract.										
c. Set-Up Fees - Open Account	0	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d. (Initial/Final) – Close Account	0	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.10. Emergency Delivery Service: \$										
each per year	0	45.00	0.00	0.00	17.00	0.00	0.00	35.00	0.00	0.00
5.11. Receiving/Handling: per month	80	2.00	160.00	1,920.00	1.25	100.00	1,200.00	1.60	128.00	1,536.00
5.12. Inventory Listing	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.13. Facsimile Transmission of County records (per page):	0	0.25	0.00	0.00	0.10	0.00	0.00	0.15	0.00	0.00

	Quantity	Fry-Wagner Mid Missouri	Fry Wagner Extended	Fry Wagner Yearly Est. Contract total	Data Retention Service Inc.	Data Ret Srvc Extended	Data Ret Srvc Yearly Est Contract Total	Underground Records Mgmt	Underground Records Mgmt Extended	Underground Records Mgmt Yearly Est Contract Total
5.14 Photo Copy Services Per/page										
a. Copy done by Contractor	0	0.50	0.00	0.00	0.10	0.00	0.00	0.25	0.00	0.00
b. Copying done by County Staff 20 per month	0	0.25	0.00	0.00	0.07	0.00	0.00	0.15	0.00	0.00
5.16 Records Shredding/per lb per year										
a. Paper	36000	0.15	5,400.00	5,400.00	0.07	2,520.00	2,520.00	0.07	2,520.00	2,520.00
b. Mixed Media	5	0.00	0.00	0.00	0.07	0.35	0.35	0.15	0.75	0.75
1st Year Grand Total (in red)			\$13,461.30	27,035.60		\$4,704.63	\$16,631.71		\$4,280.81	\$15,490.47
Maximum % Increase			Extended Pricing			Extended Pricing			Extended Pricing	Extended Pricing
1st Renewal Period		CPI	10,431.30	24,005.60	0%	\$4,084.63	\$16,011.71	0%	\$4,280.81	15,490.47
2nd Renewal Period		CPI	10,431.30	24,005.60	0%	\$4,084.63	\$16,011.71	0%	\$4,280.81	15,490.47
3rd Renewal Period		CPI	10,431.30	24,005.60	0%	\$4,084.63	\$16,011.71	5%	\$4,494.85	16,265.00
4th Renewal Period		CPI	10,431.00	24,005.60	0%	\$4,084.63	\$16,011.71	0%	\$4,494.85	16,265.00
5 Year Grand Total (in red)			\$55,186.20	\$123,058.00		\$21,043.15	\$80,678.55		21,832.13	79,001.41

PURCHASE AGREEMENT FOR RECORDS STORAGE AND MANAGEMENT

THIS AGREEMENT dated the 10th day of JANUARY 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Underground Records Management**, 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 **Records Storage and Management**, County of Boone Request for Proposal for Records Storage and Management, proposal number **62-08NOV05** including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the unexecuted Response Page, Exhibit A, Addendum Number One, Addendum Number Two, Best and Final Offer Number One, Best and Final Offer Number Two, as well as the Contractor's proposal response dated November 7, 2005, executed by Mark Wappel on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, Exhibit A, Addendum Numbers One, Addendum Number Two, Best and Final Offer Number One, Best and Final Offer Number Two, and the unexecuted Response Page shall prevail and control over the Contractor's proposal response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish and deliver services to provide Records Storage and Management **for the period January 1, 2006 through December 31, 2006 with four one-year renewal option periods** for the pricing detailed in the Best and Final Offer Number Two. All Records Storage Management shall be provided in conformity with the proposal specifications and as set forth in the Contractor's proposal response.

3. **Delivery** - Contractor agrees to work with the Boone County Circuit Clerk's designated representative on a timeline for moving County records to storage, bar-coding and filing, with the completion date no later than six working days from receipt of Notice to Proceed.

4. **Billing and Payment** - All billing shall be invoiced to the appropriate County Department, and may only include the prices as identified in the Contractor's proposal 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 proposal response to the specifications. The County agrees to pay all invoices within thirty days of receipt of a correct invoice; 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.

1/2, -2006

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

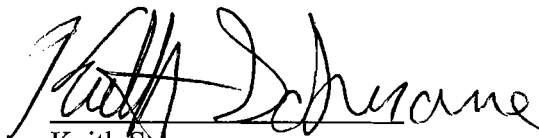
Term. 20 06

In the County Commission of said county, on the 10th day of January 20 06

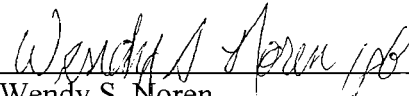
the following, among other proceedings, were had, viz:

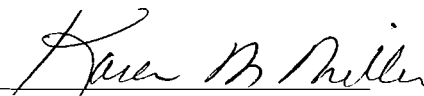
Now on this day the County Commission of the County of Boone does hereby award bid 78-20DEC05 Body Armor Term and Supply to Southern Uniform and Equipment. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 10th day of January, 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: January 4, 2006
RE: 78-20DEC05 Body Armor Term & Supply

The Bid for Body Armor Term and Supply for the Boone County Sheriff's Department closed on December 20, 2005. Three (3) bids were received. The bid from the low bidder was determined to be non-responsive because they submitted a bid for an Impulse i60 body armor vest. The bid requirements stated the only brand that would be accepted was the PACA RAD vest. Therefore, Purchasing and the Sheriff's Department recommend award to Southern Uniform and Equipment for submitting the next lowest bid in conformity with the bid specifications.

This Term & Supply contract will be paid out of department 1251 Sheriff, Account Number 23300 Uniforms and 23350 Reserve Officer's Supplies, and department 2901 Sheriff's Operations-LE Sales Tax, Account Number 23300 Uniforms.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Captain Beverly Braun, Sheriff's Department
Bid File

BID TABULATION
78-20DEC05 BODY ARMOR TERM AND SUPPLY

		Southern Uniform & Equipment	Galls	Ed Roehr Safety Products
4.7	PRICING			
4.7.1	Body Armor Vests	\$539.00	\$595-\$850.	\$510.00
4.7.2	Optional: 1 Set of Armor Ice Cooling Inserts	\$60.00	\$56.00	NB
4.7.3	Optional: Steel Trauma Plate	\$14.00	\$15.00	\$16.00
4.7.4	Optional: Extra Garment	\$60.00	\$64.00	\$75.00
4.7.5	Optional: Multi- Assignment Carrier	\$113.19	\$119.00	\$100.00
4.7.6	Optional: Carry Bag	\$19.01	\$42.00	\$26.50
4.7.7	Optional: T-Shirt	\$19.75	\$16.00	\$21.00
4.7.8	Optional: Blade Plate	\$35.40	\$249.00	\$50.00
4.7.9	Grand Total	\$860.35	\$1,156.00	\$798.50
4.8	Renewal Percentages			
4.8.1	1st Renewal	5%	2%	5%
	2nd Renewal	10%	2%	5%
4.8.2	3rd Renewal	15%	2%	5%
	4th Renewal	20%	2%	5%
4.10	COOP	Yes	Yes	Yes
4.11	Delivery ARO	5-6 Weeks	Net 30	6-8 Weeks

No Bid
U.S. Cavalry

**PURCHASE AGREEMENT
FOR
BODY ARMOR TERM AND SUPPLY**

THIS AGREEMENT dated the 10th day of JANUARY 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Southern Uniform and Equipment**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Body Armor Term and Supply**, County of Boone Request for Bid, bid number **78-20DEC05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated December 20, 2005 and executed by Jim McClellan, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on Date of Award and extend through December 31, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in sections 4.7.1. through 4.7.9., and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver the items as specified and within five to six weeks after receipt of an order.

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

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

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

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
c. If appropriations are not made available and budgeted for any calendar year.

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

SOUTHERN UNIFORM & EQUIPMENT
by Jim McElle
title CO-owner
address PO Box 433
Carthage Mo. 64836

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

APPROVED AS TO FORM:
[Signature]
County Counselor

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

AUDITOR CERTIFICATION
In accordance with RSMo 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.)

1251/23300 Term/Supply
1251/23350 Term/Supply
2901/23300 Term/Supply

Term & Supply - No Encumbrance Required 1/4/06
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

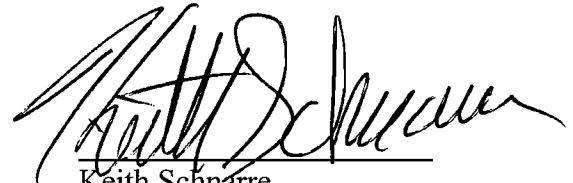
Term. 20 06

In the County Commission of said county, on the 10th day of January 20 06

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

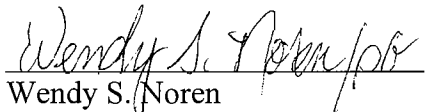
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Thursday, January 12, 2006 immediately following the regularly scheduled Commission Meeting at 1:30 p.m.. The meeting will be held in the Commission Chambers of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, cause 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 10th day of January, 2006.



Keith Schnarre
 Presiding Commissioner

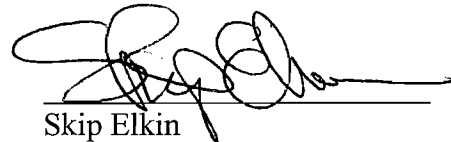
ATTEST:



Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner