

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

8th


day of August

20 06

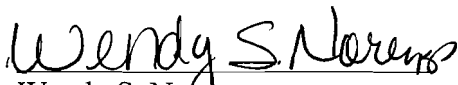
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the attached Finding of Public Nuisance and Order for Abatement relating to property located at 4345 Hillcrest Drive Columbia, Mo. and authorized the Presiding Commissioner to sign same on behalf of the Commission.

Done this 8th day of August 2006.


Keith Schmarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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

In Re: Nuisance Abatement)	July Session
4345 Hillcrest Drive)	June Adjourned
)	Term 2006
)	Commission Order No. <u>311-2006</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 8th day of August, 2006, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high
4. The location of the public nuisance is as follows: 4345 Hillcrest Drive, Columbia, MO, a/k/a parcel# 12-501-16-03-039.00 01, Meadow Lakes Subdivision No. 1 Amended, Lot 16, Section 16, Township 49, Range 12 as shown by deed book 1994 page 0246, Boone County
5. The specific violation of the Code is:
weeds nuisance in violation of section 6.7 of the Code
5. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code to the property owner, occupant, and any other applicable interested persons.
6. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
7. No credible evidence has been presented at the hearing to demonstrate that no public

nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so.


Order For Abatement Chargeable As a Special Assessment To The Property

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

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

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

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

CERTIFIED COPY OF ORDER

312 -2006

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

8th

day of August

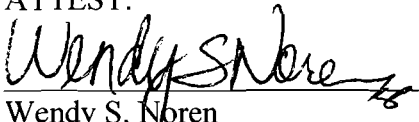
20 06

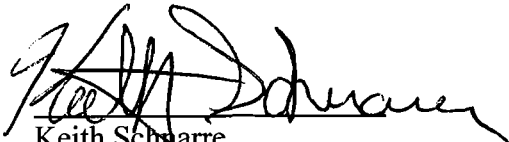
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby table the attached Finding of Public Nuisance and Order for Abatement relating to property located at 6105 E. Eric Lane, Columbia Mo and authorized the Presiding Commissioner to sign same on behalf of the Commission.

Done this 8th day of August 2006.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schmarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 8th day of August 20 06

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

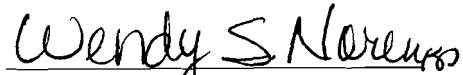
Now on this day the County Commission of the County of Boone does hereby award Request for Proposal 30-27JUN06 to Sundvold Financial. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 8th day of August 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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 8th day of August 20 06

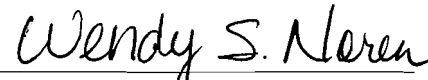
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award Bid 59-19JUL06 Resistant Body Armor Term & Supply to Southern Uniform & Equipment. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 8th day of August 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent.
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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

THIS AGREEMENT dated the 8 day of August 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 & 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 **Stab Resistant Body Armor Term & Supply**, County of Boone Request for Bid, bid number **59-19JUL06**, 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 July 12, 2006 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 June 30, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response 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 section 4.8 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 stab resistant body armor within 30 to 45 days after receipt of the 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 Mella

title CO-OWNER

address 203 West Fairview Ave
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.)

Term 1/2 Supply - No Encumbrance Required 1255/23300 & 2902/23300 Term/Supply
Signature Date 7/31/2006 Appropriation Account

4. Response Form

- 4.1. Company Name: SOUTHERN UNIFORM and EQUIPMENT
- 4.2. Address: PO Box 433 2030 WEST FAIRVIEW AVE
- 4.3. City/Zip: CARTHAGE MO 64836
- 4.4. Phone Number: 800 493 2684
- 4.5. Fax Number: 417 358 7433
- 4.6. E-Mail Address: Jim@southernuniform.com
- 4.7. Federal Tax ID: 43 1885607

- 4.7.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- (X) Other (Specify) LLC

4.8. PRICING

	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total</u>
4.8.1. Stab Resistant Body Armor Point Blank TE-Spike 3 with an extra carrier for a total of two (2) carriers. NO SUBSTITUTIONS ALLOWED	\$ <u>609¹⁰</u>	15	\$ <u>9136⁵⁰</u>

4.9. RENEWALS

- 4.9.1. Maximum Increase 1st Renewal Period 5%
- 4.9.2. Maximum Increase 2nd Renewal Period 8%

PLEASE REMEMBER TO ATTACH 3 COPIES OF YOUR RESPONSE INFORMATION AND ANY OTHER REQUIRED BID SUBMISSION ITEMS.

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

4.10.1. Authorized Representative (Sign By Hand):

Jim McDellan Date: 7-12-06
 Print Name and Title of Authorized Representative
Jim McDellan

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

4.12. Delivery ARO: 30-45 DAYS



Request For Bid (RFB)

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

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

Bid Data

Bid Number: **59-19JUL06**
Commodity Title: **Stab Resistant Body Armor**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, JULY 19, 2006**
Time: **1:30 PM (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

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

Bid Opening

Day / Date: **WEDNESDAY, JULY 19, 2006**
Time: **1:30 PM**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions
"No Bid" Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from date of award through June 30, 2007, and may be automatically renewed for an additional two (2) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing of Stab Resistant Body Armor as specified below for the Boone County Corrections Department.
- 2.1.1. **CONTRACT DURATION** - The contract shall be effective from **Date of Award through June 30, 2007**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
- 2.1.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.2. **SCOPE – Stab Resistant Body Armor Point Blank TE-Spike 3 NO SUBSTITUTIONS SHALL BE ALLOWED.**
- 2.2.1. This product specification details the style and quality of stab resistant body armor intended for use by members of this agency. The vests shall be worn comfortably while being worn over a shirt. All vests shall provide protection against labeled stab penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for all personnel.
- 2.2.2. The vest must include an extra carrier.
- 2.3. **SILENCE OF SPECIFICATIONS**
- 2.3.1. Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the performance or integrity of the stab resistant body armor being offered shall be addressed in writing and submitted with the bid.
- 2.4. **PURCHASE REQUIREMENTS**
- 2.4.1. The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday. Any manufacturers, which bid direct, must include a service proposal as to how measuring, re-works, and customer service will be maintained without local distribution. Direct bids from manufacturers which do not contain a detailed service proposal will be rejected.
- 2.5. **SPECIFIC QUANTITY**
- 2.5.1. The agency has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.
- 2.6. **STAB RESISTANT MATERIAL AND PANEL CONSTRUCTION**
- 2.6.1. Kevlar Correctional™ – Each stab resistant panel shall consist of 17 layers of premium grade 70x70, 200 denier Kevlar Correctional™ Aramid material with a normal weight of 3.8 oz/square yard.
- 2.6.2. Kevlar Needled Punch Felted Fabric – Each ballistic panel shall contain one (1) layer of Kevlar needle punched felt with a nominal weight of 9.18 oz/square yard.
- 2.6.3. Stab Resistant Panel (Nylon, Day Glow Orange) – 200 denier, type 6.6 nylon fabric, with a minimal pick count of 60x50, and nominal weight of 3 oz. per square yard, including a water-repellant urethane coating.
- 2.6.4. Weight – The seventeen (17) layers as specified shall have a nominal weight of .45 oz. In a 12 x 12 (one square foot) section, taking into account the material manufacturer’s weight tolerances.
- 2.7. **ICE PICK TESTING**
- 2.7.1. Test Procedure – This vest shall be in compliance with and certified by NIJ Standard 0115.00. For any given protection level, the test protocol requires the knife blade or spike to impact the armor test sample at two distinct energy levels. A maximum blade or spike penetration of 7mm (0.28 in) is allowable. The penetration limit was determined through research indication that internal injuries to organs would be extremely unlikely at 7mm (0.28 in) of penetration.
- 2.7.2. The test protocol then requires an overtest condition where the knife blade or spike kinetic energy is increased by 50%. At this higher test, a maximum blade or spike penetration of 20mm (0.79 in) is allowable. This overtest is required to ensure that there is an adequate margin of safety in the armor design.
- 2.8. **WARRANTY**
- 2.8.1. The outershell of the vest shall be warranted to be free from any defects in material or workmanship for twenty-four

(24) months from date of first use. The stab resistant panels shall be warranted for five (5) years from date of first use. Copy of manufacturer's warranty registration card to be enclosed with bid.

2.9. **ADJUSTMENTS AND ALTERATIONS**

2.9.1. The vendor must repair or replace all vests that become unserviceable because of manufacturing defects during the warranty period.

2.10. **INSPECTION OF BODY ARMOR AFTER DELIVERY**

2.10.1. All soft body armor purchased by the Department will be subject to visual inspection.

2.11. **QUALITY ASSURANCE**

2.11.1. The vendor shall submit a quality assurance program to include the receipt, testing, and serialization of both stab resistant fabric and stab resistant packages. Failure to submit detailed quality control procedures shall be cause for rejection.

2.12. **PROOF OF STABILITY**

2.12.1. The low bidder must disclose all legal claims, current and pending, which have been made against the manufacturer. Failure to disclose the nature of the claims, along with the name(s) of the agencies involved in the suits, may be cause for rejection of the low bidder.

2.13. **PRODUCT LIABILITY INSURANCE**

2.13.1. Vest manufacturer shall agree to provide a minimum of \$20,000,000 product liability insurance coverage on delivered vests.

2.14. **PACKAGING**

2.14.1. All soft body armor shall be packaged and shipped consistent with good commercial practices.

2.14.2. Plastic Bags: Each set of armor, along with its optional equipment, shall be placed in an individual plastic bag.

2.14.3. Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

2.14.4. All soft body armor shall be packaged and shipped consistent with good commercial practices.

2.15. **DOCUMENTATION**

2.15.1. The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. Failure to submit the following shall be cause for rejection:

2.15.1.1. Manufacturers bidding direct must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.

2.15.1.2. NIJ 0115.00 Certification and test reports from an accredited laboratory.

2.15.1.3. Quality Control Procedures.

- Incoming materials
- Lay-up configuration
- In-process configuration
- Testing verification
- Ability to trace serial numbers
- Inspection of ballistic panel stitching
- Random final product inspection and continuous in-process surveillance
- Quality Assurance training and indoctrination Quality Control Procedures.

2.15.1.4. Product Liability Insurance providing a minimum coverage of \$20,000,000.

2.15.1.5. Documentation stating a 5-year ballistic package warranty.

2.15.1.6. Documentation stating a 24-month cover warranty.

2.16. **DESIGNEE** – Boone County Sheriff's Department, Beverly Braun, 2121 County Drive, Columbia, MO 65202. Phone: 573-875-1111

2.16.1. **Contact** - Heather Turner, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: hturner@boonecountymo.org

2.17. **DELIVERY** – Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.

2.17.1. **Delivery Terms:** FOB Destination – Inside Delivery - Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

2.17.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

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

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. E-Mail Address: _____
- 4.7. Federal Tax ID: _____

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

4.8. PRICING

	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total</u>
4.8.1. Stab Resistant Body Armor Point Blank TE-Spike 3 with an extra carrier for a total of two (2) carriers. NO SUBSTITUTIONS ALLOWED	\$ _____	15	\$ _____

4.9. RENEWALS

- 4.9.1. Maximum Increase 1st Renewal Period _____ %
- 4.9.2. Maximum Increase 2nd Renewal Period _____ %

PLEASE REMEMBER TO ATTACH 3 COPIES OF YOUR RESPONSE INFORMATION AND ANY OTHER REQUIRED BID SUBMISSION ITEMS.

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

4.10.1. Authorized Representative (Sign By Hand):

_____ Date: _____
 Print Name and Title of Authorized Representative

4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.12. Delivery ARO: _____



Standard Terms and Conditions

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

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

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

**Boone County Purchasing
Heather Turner
Buyer**



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

“NO BID” RESPONSE FORM

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

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

Bid Number 59-19JUL06 Stab Resistant Body Armor

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LB
DHBCA-6

DATE (MM/DD/YYYY)
06/29/06

PRODUCER Walsdorf Agency, Inc. 770 New York Avenue Huntington NY 11743 Phone: 631-423-1140 Fax: 631-423-1316	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Point Blank Body Armor 2102 SW 2nd Street Pompano Beach FL 33069	INSURER A: Chubb Custom Insurance Co.	
	INSURER B: American Guarantee	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	79465259	08/03/05	08/03/06	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ Excluded
		<input checked="" type="checkbox"/> \$100,000 ded. per occurrence				PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	79465365	08/03/05	08/03/06	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY	AUC508662501	08/03/05	08/03/06	EACH OCCURRENCE	\$ 25,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 25,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10,000					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 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.

Louis Walsdorf

IMPORTANT

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

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

DISCLAIMER

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 8th day of August 20 06

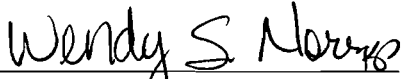
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request to disposal of the AS400, IBM model 9406-720 by trade. It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal form.

Done this 8th day of August 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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

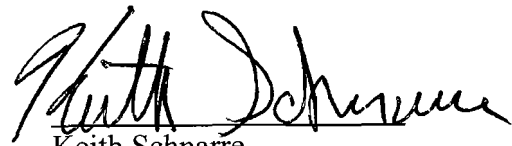
In the County Commission of said county, on the 8th day of August 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for processor replacement of the Jail Locking System.

Department Name and Account Number	Amount of Increase	Amount of Decrease
1123-86800 Emergency Funds	\$ 2,643.00	
1255-92300 Corrections		\$2,643.00

Done this 8th day of August 2006.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

Absent.
 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

8th

day of August

20 06

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

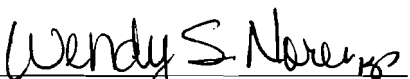
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover FY2006 Qtr # 2 unemployment expense.


Department Name and Account Number	Amount of Increase	Amount of Decrease
1123-86800 – Emergency	\$675.00	
1192-10600 – Benefits		\$675.00


Done this 8th day of August 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

3182006

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 8th day of August 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for witness expenses, transcripts and court costs.

Department Name and Account Number	Amount of Increase	Amount of Decrease
1123-86800 Emergency		\$10,000.00
1262-84600 Victim Witness – Court Costs	\$1,000.00	
1262-84700 Witness Expenses	\$ 4,500.00	
1262-84800 Transcripts	\$4,500.00	


Done this 8th day of August 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner