

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 18th day of December 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 57-27NOV12 – Law Enforcement Boots Term and Supply to Southern Uniform and Equipment of Carthage, Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 18th day of December 2012.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: December 11, 2012
RE: 57-27NOV12 – Law Enforcement Boots Term and Supply

57-27NOV12 – Law Enforcement Boots Term and Supply opened on November 27, 2012. Two bids were received and the Sheriff Department recommends award by low bid to Southern Uniform and Equipment of Carthage, MO

This is a term and supply contract and invoices will be paid from departments 1251 Sheriff, 2901 Sheriff Operations LE Sales Tax, 1255 Corrections and 2902 Corrections LE Sales Tax, account 23300 – Uniforms.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Leasa Quick, Sheriff Dept.
Chad Martin, Sheriff Dept.
Bid File

57-27NOV12 - Law Enforcement Boots

BID TABULATION		Southern Uniform & Equipment	Alamar Uniforms Company
	Item	Unit Price	Unit Price
4.12.1.	Boots: Danner Acadia 8" Men's/Women's waterproof GORE-TEX, Style #21210 • NO SUBSTITUTIONS ALLOWED	\$207.32	\$212.50
4.12.2.	Boots: Danner Striker 2 GTX, Style #42980	\$137.50	\$140.00
4.12.3.	Boots: Magnum Stealth Force 8.0 SZ, Style #5198	\$87.50	\$83.00
4.12.4.	Boots: UnderArmour Valsetz Tactical Boot, Style #1224003	\$75.63	\$80.50
4.12.5.	Boots: 5.11 A.T.A.C. 8" Shield CSA/ASTM boot, Style #12026, women's Style #12217	\$104.17	\$110.00
4.12.6.	Boots: Original SWAT WINX2 8" Tactical boot, Style #1010	\$53.13	\$62.50
4.12.7.	Boots: Rocky AlphaForce Composite Toe Duty Boot, Style #6169	\$74.75	\$77.00
4.12.8.	Boots: Rocky First Med Boot, Style #0911180	No Bid / Not Available from Rocky	\$126.00
4.12.9.	Boots: : Bates GX-8 GoreTex Insulated Side Zip Boot, Style #EO2488, Women's Style #EO2788	\$101.88	\$100.65
4.12.10.	Boots: Bates 8" Ultralite Enforcer Water Resistant Tactical Boot, Style #2280	\$76.88	\$78.50
4.10.	Max % Increase 1st Renewal	3.00%	4.00%
4.10.	Max % Increase 2nd Renewal	5.00%	4.00%
4.9.	COOP? (Yes or NO)	Y	
Total:		\$918.76	\$1,070.65

No Bid

Kustom Signals, Inc.
Lawman's & Shooters' Supply, Inc.
Galls LLC
Bob Barker Company, Inc.

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT BOOTS – TERM & SUPPLY**

THIS AGREEMENT dated the 18th day of DECEMBER 2012 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 **Law Enforcement Boots Term & Supply**, County of Boone Request for Bid for **Law Enforcement Boots Term & Supply**, bid number **57-27NOV12**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Work Authorization Certification, Certification Regarding Debarment, Standard Terms and Conditions, as well as the Contractor's bid response dated **November 26, 2012** and executed by **Deric 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, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, the Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2013** and extend **through December 31, 2013** 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 for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Law Enforcement Boots** 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 provide the items and service as specified and as agreed to in the bid specifications, and within **30** days after receipt of order. Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight cost. All requested items shall be delivered between the hours of 8:00 a.m. and 4:00 p.m., local time, Monday through Friday, excluding county holidays to the Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.

5. Billing and Payment - All billing shall be invoiced to Boone County Sheriff Department, Attn: Leasa Quick, 2121 County Dr. Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt. All monthly statements must also have copies of applicable invoices; 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.

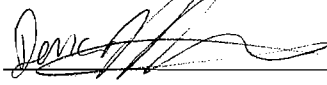
8. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

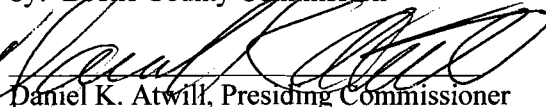
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

BOONE COUNTY, MISSOURI

by 
 title Bid Manager
 address 2030w. Fairview Ave
Carthage, Mo 64836

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:


 County Counselor

Wendy S. Noren
 Wendy S. Noren, County Clerk *my*

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, 1255, 2901, 2902 / 23300 Term and Supply

 by  12/11/12 No Encumbrance Required
 Signature Date Appropriation Account



BOONE COUNTY, MISSOURI
Request for Bid #: 57-27NOV12 – Law Enforcement Boots Term and Supply

ADDENDUM #1 - Issued November 14, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Revised Response/Pricing Page*.

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

1. Replace Item 2.6 of *Section 2. Primary Specifications* with the following:

QUANTITY: All orders shall be placed based upon need. The County estimates that a total of 80 boots will be needed per year but reserves the right to deviate from this estimate based upon actual need.

2. Replace *Section 4. Response Form* within the RFB with the attached *Revised Section 4. Response Form dated November 14, 2012*.

By: *Amy Robbins*
Amy Robbins
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid #57-27NOV12 – Law Enforcement Boots Term and Supply receipt of which is hereby acknowledged:

Company Name: SOUTHERN UNIFORM and EQUIPMENT
Address: PO BOX 433 2030 WEST FAIRVIEW AVE.
CARTHAGE MO. 64830

Phone Number: 800 493 2684 Fax Number: 417-358-7433
E-mail address: deric@southernuniform.com

Authorized Representative Signature: *Deric McClellan* Date: 11-26-12


Authorized Representative Printed Name: Deric McClellan

4. **REVISED Response Form**

4.1. Company Name: SOUTHERN UNIFORM & EQUIPMENT
4.2. Address: PO BOX 433 2030 W. 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: deric@southernuniform.com
4.7. Federal Tax ID: 431885607

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

4.8. **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.

4.8.1. Authorized Representative (Sign By Hand):
 Date: 11-26-2012

4.8.2. Print Name and Title of Authorized Representative
Deric McClellan Date: 11-26-2012

4.9. 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

4.10. Maximum Percentage Increase for 3 % 1st Renewal 5 % 2nd Renewal

4.11. Delivery Days After Receipt of Order: 30 Days

4.12. **Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.**

**PRICING-NO SUBSTITUTIONS WILL BE ALLOWED WHERE NOTED
VENDOR MUST COME TO DEPARTMENT TO MEASURE OFFICERS.**

	Item	Unit Price	Qty	Extended Price
4.12.1.	Boots: Danner Acadia 8" Men's/Women's waterproof GORE-TEX. Style #21210 <ul style="list-style-type: none"> • No steel toe • Color-Black • NO SUBSTITUTIONS ALLOWED 	\$ <u>207³²</u>		\$ <u>207³²</u>
4.12.2.	Boots: Danner Striker 2 GTX, Style #42980 <ul style="list-style-type: none"> • 100% waterproof and breathable GORE-TEX® • Full-grain leather • 1000 Denier nylon upper • TERRA FORCE™ X Lite platform • Danner TFX® Lite outsole • Nylon shank • 8" height 	\$ <u>137⁵⁰</u>		\$ <u>137⁵⁰</u>
4.12.3.	Boots: Magnum Stealth Force 8.0 SZ Style #5198 <ul style="list-style-type: none"> • Full Grain Leather/1680 Denier Ballistic Nylon Mesh Upper • Circular Side Zipper • Cambrelle Moisture Wicking Lining • Agion Antimicrobial treatment • Coats Barbour Anti Fraying Stitching Thread • EN ISO 20347 Certified • Composite Shank • Compression Molded EVA Midsole • M-Pact Contoured Sockliner with Memory Foam • Flex-Zone with Siping for Traction and Control • X-Traction Zone Outsole. 	\$ <u>87⁵⁰</u>		\$ <u>87⁵⁰</u>
4.12.4.	Boots: UnderArmour Valsetz Tactical Boot, Style #1224003 <ul style="list-style-type: none"> • Lightweight, water-resistant air mesh upper helps to resist moisture • Fully-gusseted tongue keeps out debris • High strength nylon upper lace locks are stitched in to allow quick on or off lacing • Lower eyelets have welded TPU reinforcements for increased durability • Molded TPU toe guard helps protect against bumps and abrasion in rough terrain • Amourbound and Armourelastic EVA foam midsole • Ortholite insole antimicrobial and odor fighting performance and comfort • Armourguide TPU heel cups foot for added protection 	\$ <u>75⁶³</u>		\$ <u>75⁶³</u>

	<ul style="list-style-type: none"> • High abrasion rubber outsole • Built in flex grooves for aggressive traction 			
4.12.5.	Boots: 5.11 A.T.A.C. 8" Shield CSA/ASTM boot, Style #12026, women's Style #12217 <ul style="list-style-type: none"> • ASTM F2413-05 M C/75 I/75 EH PR certified • CSA Certified • Waterproof and polishable full grain leather • Waterproof/breathable bloodborne pathogen resistant membrane* • Composite safety toe • Puncture resistant midsole board • YKK Side zipper • Antibacterial and moisture-wicking • Shock Mitigation System® • Oil & slip-resistant, quiet outsole 	\$ <u>104¹⁷</u>		\$ <u>104¹⁷</u>
4.12.6.	Boots: Original SWAT WINX2 8" Tactical boot, Style #1010 <ul style="list-style-type: none"> • Uniform code, full-grain leather with polishable toe • Removable molded orthotic footbed • Molded Thermoplastic Heel Counter and toe box • Rear heel kickplate • Tough and durable moisture-wicking lining 	\$ <u>53¹³</u>		\$ <u>53¹³</u>
4.12.7.	Boots: Rocky AlphaForce Composite Toe Duty Boot, Style #6169 <ul style="list-style-type: none"> • Guaranteed Rocky Waterproof construction • Non-Metallic Stabilizer • Oil and Slip-Resistant RigiTrac Molded EVA • Rubber Outsole in Non-Marking • Airport Footbed Provides Support and Cushioning • ASTM Approved Xtremium Toe • Full-Grain Water-Resistant Leather and Lightweight 1000 Denier Nylon 	\$ <u>74⁷⁵</u>		\$ <u>74⁷⁵</u>
4.12.8.	Boots: Rocky First Med Boot, Style #0911180	NO LONGER \$ <u>AVAILABLE FROM</u>	Rocky \$ <u> </u>	
4.12.9.	Boots: Bates GX-8 GoreTex Insulated Side Zip Boot, Style #EO2488, Women's Style #EO2788 <ul style="list-style-type: none"> • GX-8 GORE-TEX® 8" Insulated Side Zip Boots • YKK® side zipper with nylon tab cover and interior gusset for easy on-off • Full grain leather and 1680 ballistic nylon upper with a breathable waterproof GORE- 	\$ <u>101⁸⁸</u>		\$ <u>101⁸⁸</u>

	<p>TEX® membrane</p> <ul style="list-style-type: none"> • Waterproof • Molded EVA shock absorbing midsole-comfort from toe to heel • Nylon shank • 200 gr Thinsulate™ insulation • Oil and slip-resistant Ultra-Lites® Xtreme rubber outsole • Perfect for passing through security checkpoints • Flap inside of zipper • 			
4.12.10.	<p>Boots: Bates 8" Ultralite Enforcer Water Resistant Tactical Boot, Style #2280</p> <ul style="list-style-type: none"> • Waterproof leather with ballistic nylon upper • Breathable mesh lining • Cushioned removable insert • Slip resistant rubber outsole • Athletic cement construction 	\$ <u>76⁸⁸</u>		\$ <u>76⁸⁸</u>



BOONE COUNTY, MISSOURI
Request for Bid #: 57-27NOV12 – Law Enforcement Boots Term and Supply

ADDENDUM #1 - Issued November 14, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Revised Response/Pricing Page*.

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

1. Replace **Item 2.6 of Section 2. Primary Specifications** with the following:

QUANTITY: All orders shall be placed based upon need. The County estimates that a total of 80 boots will be needed per year but reserves the right to deviate from this estimate based upon actual need.

2. Replace **Section 4. Response Form** within the RFB with the attached **Revised Section 4. Response Form dated November 14, 2012**.

By: 
Amy Robbins
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid #57-27NOV12 – **Law Enforcement Boots Term and Supply** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

4. **REVISED 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. **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.

4.8.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.8.2. Print Name and Title of Authorized Representative

_____ Date: _____

4.9. 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

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

4.11. Delivery Days After Receipt of Order: _____ Days

4.12. **Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.**

**PRICING-NO SUBSTITUTIONS WILL BE ALLOWED WHERE NOTED
VENDOR MUST COME TO DEPARTMENT TO MEASURE OFFICERS.**

	Item	Unit Price	Qty	Extended Price
4.12.1.	Boots: Danner Acadia 8" Men's/Women's waterproof GORE-TEX. Style #21210 <ul style="list-style-type: none"> • No steel toe • Color-Black • NO SUBSTITUTIONS ALLOWED 	\$ _____		\$ _____
4.12.2.	Boots: Danner Striker 2 GTX, Style #42980 <ul style="list-style-type: none"> • 100% waterproof and breathable GORE-TEX® • Full-grain leather • 1000 Denier nylon upper • TERRA FORCE™ X Lite platform • Danner TFX® Lite outsole • Nylon shank • 8" height 	\$ _____		\$ _____
4.12.3.	Boots: Magnum Stealth Force 8.0 SZ Style #5198 <ul style="list-style-type: none"> • Full Grain Leather/1680 Denier Ballistic Nylon Mesh Upper • Circular Side Zipper • Cambrelle Moisture Wicking Lining • Agion Antimicrobial treatment • Coats Barbour Anti Fraying Stitching Thread • EN ISO 20347 Certified • Composite Shank • Compression Molded EVA Midsole • M-Pact Contoured Sockliner with Memory Foam • Flex-Zone with Siping for Traction and Control • X-Traction Zone Outsole. 	\$ _____		\$ _____
4.12.4.	Boots: UnderArmour Valsetz Tactical Boot, Style #1224003 <ul style="list-style-type: none"> • Lightweight, water-resistant air mesh upper helps to resist moisture • Fully-gusseted tongue keeps out debris • High strength nylon upper lace locks are stitched in to allow quick on or off lacing • Lower eyelets have welded TPU reinforcements for increased durability • Molded TPU toe guard helps protect against bumps and abrasion in rough terrain • Armourbound and Armourelastic EVA foam midsole • Ortholite insole antimicrobial and odor fighting performance and comfort • Armourguide TPU heel cups foot for added protection 	\$ _____		\$ _____

	<ul style="list-style-type: none"> • High abrasion rubber outsole • Built in flex grooves for aggressive traction 			
4.12.5.	Boots: 5.11 A.T.A.C. 8" Shield CSA/ASTM boot, Style #12026, women's Style #12217 <ul style="list-style-type: none"> • ASTM F2413-05 M C/75 I/75 EH PR certified • CSA Certified • Waterproof and polishable full grain leather • Waterproof/breathable bloodborne pathogen resistant membrane* • Composite safety toe • Puncture resistant midsole board • YKK Side zipper • Antibacterial and moisture-wicking • Shock Mitigation System® • Oil & slip-resistant, quiet outsole 	\$ _____		\$ _____
4.12.6.	Boots: Original SWAT WINX2 8" Tactical boot, Style #1010 <ul style="list-style-type: none"> • Uniform code, full-grain leather with polishable toe • Removable molded orthotic footbed • Molded Thermoplastic Heel Counter and toe box • Rear heel kickplate • Tough and durable moisture-wicking lining 	\$ _____		\$ _____
4.12.7.	Boots: Rocky AlphaForce Composite Toe Duty Boot, Style #6169 <ul style="list-style-type: none"> • Guaranteed Rocky Waterproof construction • Non-Metallic Stabilizer • Oil and Slip-Resistant RigiTrac Molded EVA • Rubber Outsole in Non-Marking • Airport Footbed Provides Support and Cushioning • ASTM Approved Xtremium Toe • Full-Grain Water-Resistant Leather and Lightweight 1000 Denier Nylon 	\$ _____		\$ _____
4.12.8.	Boots: Rocky First Med Boot, Style #0911180	\$ _____		\$ _____
4.12.9.	Boots: Bates GX-8 GoreTex Insulated Side Zip Boot, Style #EO2488, Women's Style #EO2788 <ul style="list-style-type: none"> • GX-8 GORE-TEX® 8" Insulated Side Zip Boots • YKK® side zipper with nylon tab cover and interior gusset for easy on-off • Full grain leather and 1680 ballistic nylon upper with a breathable waterproof GORE- 	\$ _____		\$ _____

	<p>TEX® membrane</p> <ul style="list-style-type: none"> • Waterproof • Molded EVA shock absorbing midsole-comfort from toe to heel • Nylon shank • 200 gr Thinsulate™ insulation • Oil and slip-resistant Ultra-Lites® Xtreme rubber outsole • Perfect for passing through security checkpoints • Flap inside of zipper • 			
4.12.10.	<p>Boots: Bates 8" Ultralite Enforcer Water Resistant Tactical Boot, Style #2280</p> <ul style="list-style-type: none"> • Waterproof leather with ballistic nylon upper • Breathable mesh lining • Cushioned removable insert • Slip resistant rubber outsole • Athletic cement construction 	\$ _____		\$ _____



Request for Bid (Bid)

Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

Amy Robbins, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **57-27NOV12**
Commodity Title: **Law Enforcement Boots Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, NOVEMBER 27, 2012**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department**
613 E. Ash Street
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**
Work Authorization Certification
Debarment Form
Certification of Individual Bidder
Individual Bidder Affidavit
Standard Terms and Conditions
No-Bid Response 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, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Law Enforcement Boots** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
- 2.1.1. The County reserves the right to award to one or multiple respondents. The County reserves the right to award on an ‘all or none’ basis or by ‘group.’ The County realizes awarding on a ‘group’ basis may be impossible for some or all groups. Price compared to convenience of one vendor per group will be evaluated and award shall be based on the best value to the County. Vendors are encouraged to bid on those items they can provide and are not required to bid on all items requested.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **January 1, 2013 through December 31, 2013**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.6. **QUANTITY** – All orders shall be placed based upon need. The County reserves the right to deviate from the estimated quantities listed on the Response Form.
- 2.7. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
- 2.7.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following County’s receipt of sample. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7.2. Prior to delivery, all items must be labeled with the officer’s name, size, and date of purchase with indelible ink that will remain and not wash/wear out during the life of the boot.
- 2.7.3. Bidder(s) requesting substitute products wherever a specific manufacturer or model number is referenced must provide certification that the item submitted meets or exceeds the minimum specifications. Submission of technical product information with bid response is required. Substitutions are not allowed when noted in Section four of this request.
- 2.7.4. Evaluation of uniforms will be based upon fabric grades, fabric quality, stitching, general construction, cost and delivery.
- 2.8. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully

included and prepaid. The seller pays and bears the freight charges.

- 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., local time Monday through Friday, excluding county holidays.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
- 2.10. **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, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. 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. Insurance limits indicated below may be lowered at the discretion of the County.
 - 2.10.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
 - 2.10.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, 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 for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single 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.

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 \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess

- coverages. Should any work be subcontracted, these limits will also apply.
- 2.10.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.10.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence
- 2.11. **NON-EXCLUSIVITY** - The County reserves the right to obtain “like or similar” products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.12. **DESIGNEE** – Boone County Sheriff’s Department
- 2.12.1. **Bid Clarification** – Amy Robbins, Senior Buyer, 613 E. Ash Street, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: arobbins@boonecountymo.org.

3. Response Presentation and Review

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

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. **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.

4.8.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.8.2. Print Name and Title of Authorized Representative

_____ Date: _____

4.9. 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

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

4.11. Delivery Days After Receipt of Order: _____ Days

4.12. **Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.**

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

	Item	Unit Price	Qty	Extended Price
4.12.1.	Boots: Danner Acadia 8" Men's/Women's waterproof GORE-TEX. Style #21210 <ul style="list-style-type: none"> • No steel toe • Color-Black • NO SUBSTITUTIONS ALLOWED • Vendor must come to department and measure officers. 	\$ _____		\$ _____
4.12.2.	Boots: Danner Striker 2 GTX, Style #42980 <ul style="list-style-type: none"> • 100% waterproof and breathable GORE-TEX® • Full-grain leather • 1000 Denier nylon upper • TERRA FORCE™ X Lite platform • Danner TFX® Lite outsole • Nylon shank • 8" height 	\$ _____		\$ _____
4.12.3.	Boots: Magnum Stealth Force 8.0 SZ Style #5198 <ul style="list-style-type: none"> • Full Grain Leather/1680 Denier Ballistic Nylon Mesh Upper • Circular Side Zipper • Cambrelle Moisture Wicking Lining • Agion Antimicrobial treatment • Coats Barbour Anti Fraying Stitching Thread • EN ISO 20347 Certified • Composite Shank • Compression Molded EVA Midsole • M-Pact Contoured Sockliner with Memory Foam • Flex-Zone with Siping for Traction and Control • X-Traction Zone Outsole. 	\$ _____		\$ _____
4.12.4.	Boots: UnderArmour Valsetz Tactical Boot, Style #1224003 <ul style="list-style-type: none"> • Lightweight, water-resistant air mesh upper helps to resist moisture • Fully-gusseted tongue keeps out debris • High strength nylon upper lace locks are stitched in to allow quick on or off lacing • Lower eyelets have welded TPU reinforcements for increased durability • Molded TPU toe guard helps protect against bumps and abrasion in rough terrain • Amourbound and Armourlastic EVA foam midsole • Ortholite insole antimicrobial and odor fighting performance and comfort • Armourguide TPU heel cups foot for added 	\$ _____		\$ _____

	<ul style="list-style-type: none"> protection • High abrasion rubber outsole • Built in flex grooves for aggressive traction 			
4.12.5.	<p>Boots: 5.11 A.T.A.C. 8" Shield CSA/ASTM boot, Style #12026, women's Style #12217</p> <ul style="list-style-type: none"> • ASTM F2413-05 M C/75 I/75 EH PR certified • CSA Certified • Waterproof and polishable full grain leather • Waterproof/breathable bloodborne pathogen resistant membrane* • Composite safety toe • Puncture resistant midsole board • YKK Side zipper • Antibacterial and moisture-wicking • Shock Mitigation System® • Oil & slip-resistant, quiet outsole 	\$ _____		\$ _____
4.12.6.	<p>Boots: Original SWAT WINX2 8" Tactical boot, Style #1010</p> <ul style="list-style-type: none"> • Uniform code, full-grain leather with polishable toe • Removable molded orthotic footbed • Molded Thermoplastic Heel Counter and toe box • Rear heel kickplate • Tough and durable moisture-wicking lining 	\$ _____		\$ _____
4.12.7.	<p>Boots: Rocky AlphaForce Composite Toe Duty Boot, Style #6169</p> <ul style="list-style-type: none"> • Guaranteed Rocky Waterproof construction • Non-Metallic Stabilizer • Oil and Slip-Resistant RigiTrac Molded EVA • Rubber Outsole in Non-Marking • Airport Footbed Provides Support and Cushioning • ASTM Approved Xtremium Toe • Full-Grain Water-Resistant Leather and Lightweight 1000 Denier Nylon 	\$ _____		\$ _____
4.12.8.	<p>Boots: Rocky First Med Boot, Style #0911180</p>	\$ _____		\$ _____
4.12.9.	<p>Boots: Bates GX-8 GoreTex Insulated Side Zip Boot, Style #EO2488, Women's Style #EO2788</p> <ul style="list-style-type: none"> • GX-8 GORE-TEX® 8" Insulated Side Zip Boots • YKK® side zipper with nylon tab cover and interior gusset for easy on-off • Full grain leather and 1680 ballistic nylon upper with a breathable waterproof GORE- 	\$ _____		\$ _____

	<p>TEX® membrane</p> <ul style="list-style-type: none"> • Waterproof • Molded EVA shock absorbing midsole-comfort from toe to heel • Nylon shank • 200 gr Thinsulate™ insulation • Oil and slip-resistant Ultra-Lites® Xtreme rubber outsole • Perfect for passing through security checkpoints • Flap inside of zipper • 			
4.12.10.	<p>Boots: Bates 8" Ultralite Enforcer Water Resistant Tactical Boot, Style #2280</p> <ul style="list-style-type: none"> • Waterproof leather with ballistic nylon upper • Breathable mesh lining • Cushioned removable insert • Slip resistant rubber outsole • Athletic cement construction 	\$ _____		\$ _____

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

[http://www.uscis.gov/USCIS/E-Verify/Support/Employee%20MOU%20\(September%202009\).pdf](http://www.uscis.gov/USCIS/E-Verify/Support/Employee%20MOU%20(September%202009).pdf)

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of JASPER)
State of MISSOURI)ss
)

My name is Deric McClellan am an authorized agent of Southern W/O/General Equipment
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees
working in connection with services provided to the County. This business does not knowingly employ any person
that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a
federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts
that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit
under penalty of perjury that all employees are lawfully present in the United States.

Deric McClellan 12-7-12
Affiant Date
Deric McClellan
Printed Name

Subscribed and sworn to before me this 7 day of Dec., 2012

Bonita K. Harrison
Commission # 10505791
Notary Public - Notary Seal
State of Missouri - Jasper County
My Commission Expires July 26, 2014

Bonita K. Harrison
Notary Public

Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Southern Uniform & Equipment** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Southern Uniform & Equipment** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Southern Uniform & Equipment** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 237248

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

Company ID Number: 237248

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

Company ID Number: 237248

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

Company ID Number: 237248

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

Company ID Number: 237248

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

Company ID Number: 237248

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

Company ID Number: 237248

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

Company ID Number: 237248

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 237248

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Southern Uniform & Equipment

Karen S McClellan

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/12/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/12/2009

Date

Company ID Number: 237248

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Southern Uniform & Equipment

Company Facility Address: 2030 W. Fairview Ave

Carthage, MO 64836

Company Alternate

Address: P.O. Box 433

Carthage, MO 64836

County or Parish: JASPER

Employer Identification

Number: 431885607

North American Industry
Classification Systems

Code: 448

Parent Company: _____

Number of Employees: 10 to 19

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



Company ID Number: 237248

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Karen S McClellan	Fax Number:	(417) 358 - 7433
Telephone Number:	(417) 358 - 7811		
E-mail Address:	karen@southernuniform.com		

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- ____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant	Date	Printed Name
-----------	------	--------------

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)**

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

KAREN McClellan co-owner

Name and Title of Authorized Representative

Karen Cloud McClellan

Signature

12/10/12

Date



Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

Standard Terms and Conditions

Amy Robbins, Senior Buyer
(573) 886-4392 - FAX (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service and/or product from other suppliers.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may 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 or **e-mail** will be accepted. **U.S. mail only.**
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.

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



“No Bid” Response Form

Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

Amy Robbins, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 57-27NOV12 - Law Enforcement Boots Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

Search Results

Current Search Terms: Southern Uniform and Equipment

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.409.20121121-1723

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 2012

County of Boone

In the County Commission of said county, on the

18th

day of December

20 12

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

Now on this day the County Commission of the County of Boone does hereby release a Letter of Credit from Boone County National Bank in the amount of \$22,950.00. Said letter was issued on behalf of Coil Construction, Inc. for stormwater improvements on land located at 5875 W. Van Horn Tavern Road, Columbia, MO 65203. The work has been completed as required. The original Commission Order accepting the Letter of Credit is 224-2012.

Done this 18th day of December 2012.

ATTEST:

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

Absent

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the

18th

day of

December

20

12

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

Now on this day the County Commission of the County of Boone does hereby approve the adoption of the attached Debt Management Policy as drafted by the Boone County Treasurer.

Done this 18th day of December, 2012

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

COUNTY OF BOONE – MISSOURI

DEBT MANAGEMENT POLICY



Boone County Treasurer

801 E. Walnut, Room 205

Columbia, MO 65201

Phone: (573) 886-4365

Fax: (573) 886-4369

Adopted by Commission on xx, xx, xxxx

Commission Order # xx-xxxx

Table of Contents

	Page Number
I. Purpose	3
II. Types of Debt	3
III. Debt Structures	6
IV. Consultants and Other Professional Services	8
V. Debt Administration	9
Appendix	
AI. Debt Issuance Checklist	AI
AII. Glossary of Terms	AII

I. Purpose

The purpose of the Debt Management Policy (the “Policy”) adopted by the County of Boone, Missouri (the “County”) is to provide guidance for the types of debt issued, the issuance process, and the administration of the debt portfolio.

The Policy is intended to guide decisions, identify policy goals, and demonstrate a commitment to financial planning. Stakeholders in the debt issuance process, including bond buyers, rating agencies, and citizens, recognize the importance of having a structured framework in which to issue debt and meet those obligations.

Though this Policy gives guidance for making decisions, it is not intended to be inclusive of all debt issuance types and scenarios. External factors affecting the Policy can change over time; therefore, the Policy shall be reviewed on an annual basis by the County Treasurer, and any modifications made to the policy shall be approved by the County Commission. Authority to manage the Policy is granted to the County Treasurer. Debt will be issued in accordance with all applicable federal and state laws and County Commission Orders.

II. Types of Debt

The County has elected to limit the use of debt to certain circumstances. The County’s debt issuance has the following general limitations:

1. Long-term debt will not be used to fund current operations.
2. The capital project or asset lends itself to debt financing rather than pay-as-you-go funding based on the expected useful life of the project or existing market conditions.
3. Other financing options have been reviewed and are not viable for the timely or economic acquisition or completion of a capital project.
4. Short-term debt may be used to provide liquidity for capital projects until long-term financing is available; generally, the County will take steps to avoid issuing short-term debt for ongoing operations.
5. Long-term debt will have an identified revenue stream or other financial resources sufficient to meet future principal and interest payments.

The County has the ability to issue many different types of debt to meet its financing objectives. The following is a listing of the types of permitted debt and general guidelines as to their use.

A. General Obligation (Maximum Term – 20 years)

General obligation (G.O.) bonds have the full faith and credit of the County, because of the County’s authority to levy property taxes for debt service. G.O. bonds are authorized by the approval of the requisite number of qualified voters, as required by state statute. As such, G.O. bonds can be used to finance capital expenditures approved by voters. The

sum of all G.O. debt outstanding, regardless of type, is governed by the County's statutory legal debt margin. The County may incur indebtedness for authorized purposes not to exceed 10% of the valuation of taxable tangible property in the County.

Neighborhood Improvement District (NID) debt is issued as G.O. debt. On November 3, 1992, voters of the County approved \$3,500,000 in G.O. bonds for the purpose of financing the construction and repair of roads and streets within the County for road NID's. On November 4, 1997, voters of the County approved \$5,500,000 in G.O. bonds for the purpose of constructing, installing and extending main and lateral storm water drains and sanitary sewer systems for sewer NID's.

1. General Obligation Bonds - Full faith and credit. To be issued for capital projects which benefit the County as a whole. Principal and interest is to be paid from the County's debt levy assessed on all taxable tangible property. The County Commission may set the tax rate for debt service, without limitation as to rate or amount, at the level required to make such payments.
2. NID. To be issued for purposes consistent with the NID statute (RSMo 67.453-64.475) in accordance with voter approved G.O. bonds as stated above. Principal and interest is to be paid from special assessments levied on properties within the NID. The County attaches liens on the properties within the district to secure payment. If property owners do not pay their assessment, debt payments will be made from proceeds from the sale of the property.

B. Special Obligation (Maximum Term – 20 years)

The County is authorized to incur special obligation debt without voter approval for the purchase, construction, or expansion of County buildings. This debt is not backed by the full faith and credit of the County, but instead the County's pledge of annual appropriation. Generally, they are first secured by the revenues of the particular project. If these revenues are insufficient, the County pledges an annual appropriation from general revenues. The rating agencies consider the annual appropriation pledge as a very serious commitment of the County, which is reflected in the credit quality of the debt. Failure to appropriate on any given bond issue would potentially lead to a downgrading of the County's credit rating. While the County Commission has the legal authority to appropriate special obligation commitments on an annual basis, the County enters into annual appropriation debt with the full expectation of making whatever annual appropriations are necessary to fund debt service on a timely basis.

1. Lease-backed debt. The County may issue tax-exempt and taxable leasehold revenue bonds and special limited obligation bonds by using a trust structure. Projects are to be limited to public purpose capital expenditures as described above. Principal and interest is to be paid from project revenues or specific taxes. Capital leases are not considered an indebtedness of the County because the lease payments are subject to annual appropriation; however, from a variety of perspectives (e.g. credit, accounting, etc.) all or most of this type of debt may be considered an obligation of the County.

2. Lease Purchase. It is the County's policy not to issue lease-purchase debt. Legally, the County may enter short-term lease-purchase agreements to finance capital improvements, including acquisition of equipment with an expected useful life of less than ten years. Principal and interest is to be paid from the operating budget or other dedicated resources of the department purchasing equipment or constructing the capital improvement.
3. Certificates of Participation (COPs). A form of lease obligation in which the County enters into an agreement to pay a fixed amount annually to a third party, usually through a trust structure, subject to annual appropriation.

C. Revenue (Maximum Term – 30 years)

Revenue bonds may be issued to fund capital projects related to governmental enterprise functions or for special projects supported by distinct revenue sources. They are designed to be self-supporting through user fees, other specified receipts, or taxes and do not rely on the general taxing powers of the County. Principal and interest is paid from net revenues from enterprise operations or directly from the earmarked revenue source. Revenue bonds secured by certain dedicated revenue streams, such as sales taxes, are to be authorized by voter approval.

1. Boone County Hospital Revenue Bonds. The Boone Hospital Board of Trustees (the "Hospital") is a legally separate entity for which the County is financially accountable, as debt issued for hospital operations must be approved by the County Commission (RSMo 210.160-210.169). The Hospital's revenue bonds are issued by the County, though the County has no obligation to pay the long-term debt. Debt payments are made from lease revenues from hospital operations.

D. Industrial Revenue (Maximum Term – 10 years)

The County may issue industrial revenue bonds (per RSMo Chapter 100) for purposes consistent with state statute, which include but are not limited to: improvement of warehouses, industrial plants, buildings, machinery, etc. The County acts as a "conduit" issuer, as defined under federal law and state statute, on behalf of a private or non-profit party. Chapter 100 bonds are not included in the County's debt burden because they are secured solely by revenues of the private or non-profit party. Principal and interest on Chapter 100 bonds is paid solely from the net revenues of the project and do not constitute a general obligation of the County.

E. Temporary Loans (Maximum Term –Flexible)

The County can use short-term funding, primarily temporary notes, to provide interim funding for capital projects until long-term debt is issued. In most instances, temporary notes are redeemed with subsequent long-term debt. Temporary notes will generally have a one-year maturity, with principle and interest paid at maturity, though longer maturities are allowed if the project necessitates.

The County does have the ability to issue tax anticipation notes to meet short-term liquidity needs before tax revenues are received. However, it is the preference of the County to avoid usage of anticipation notes by managing cash flows. Tax anticipation notes will be limited to six months maturity.

F. Interfund Borrowing (Maximum Term – Flexible)

The County can utilize interfund borrowing, mainly from the General Fund, for short-term or long-term debt. Interfund loans provide interim funding for capital projects and NIDs until long-term financing is secured. Interfund borrowing as long-term debt for NIDs must be evaluated on a case by case basis. Market rates of interest and defined repayment schedules will apply.

E. Derivatives

Generally, the County will not use debt derivatives including interest rate swaps, forward swaps, swap options, or any similar hedge instrument.

III. Debt Structures

The structure of debt issued by the County, regardless of type, is to be evaluated using the Debt Issuance Checklist attached in Appendix I.

A. Amount of Debt

The amount of debt required is derived from the underlying capital project or expenditure. The ability of the County to identify and commit resources to meet debt obligations limits the amount of debt issued. A financial analysis will be performed to evaluate the financial impact of the debt size.

B. Fixed or Variable Rate Debt

The County will in most circumstances pursue traditional, fixed-rate bond structures, where at the time of bond sale, all interest rates are known and do not change over the life of the issue. Variable interest rate bonds have interest rates that reset on a periodic basis. Particular conditions may arise where the County would consider the use of variable interest rate bonds, such as an adverse fixed-rate municipal market or the potential to accelerate debt retirement.

Variable interest rate debt exposes the County to interest rate risk over the term of the financing. The County can use unhedged variable rate bonds as part of a comprehensive asset/liability management program and will use various risk mitigation procedures. This includes investing excess cash to earn investment income that can be used as a direct offset to rising rates on the unhedged variable rate bonds. Excess cash means amounts not available for operations or used to earn regular investment income for County funds, and must be invested in an internally-restricted portfolio.

C. Taxable vs. Tax-exempt Debt

The County shall first seek to issue only tax-exempt debt and avoid taxable debt in order to reduce interest expense. However, the County recognizes that not all financings will be able to be completed on a tax-exempt basis and therefore reserves the right to participate in taxable financings if necessary.

D. Repayment Term

The County will structure its debt to comply with all federal and state and local requirements as to repayment terms. The County will manage financial resources in such a way to repay its debt in an expeditious and timely manner. Unless a specific situation necessitates, principal and interest payments will be made electronically via wire or ACH.

For debt requiring a debt service fund, the County may structure payment of the bonds to account for the release of the debt service fund as an offset to the final principal and interest payment.

E. Prepayment Provisions

Redemption provisions and call features shall be evaluated in the context of each bond sale to enhance marketability of the bonds, to allow flexibility, or to enable future refunding. The potential of additional costs, such as a call premium and higher interest rates, which result from including a call provision, will also be evaluated.

F. Credit Enhancement

The County will evaluate the cost-benefit of bond insurance, by comparing the premium cost of the insurance to the estimated difference in the true interest cost (TIC) of an insured versus uninsured bond issue. For competitive sales, the County will use bidder's option insurance.

G. Method of Sale

The best method of sale depends on the type of bonds being sold, market conditions, and the overall performance of the debt portfolio.

1. Competitive sale. Bonds are marketed to a wide audience of underwriters by the County and financial advisor. Their bids are submitted at a specified time. The underwriter is selected based on its best bid for the securities, evaluated in part on the TIC, which considers the time value of money.
2. Negotiated sale. The County selects the underwriter or group of underwriters for its securities in advance of the bond sale. The County works with a financial advisor to bring the issue to market and negotiates all rates and terms of the sale. In advance of the sale, compensation of each underwriter and the designation rules and priority of orders will be determined.
3. Private placement. The County sells its bonds to a limited number of investors or other governmental agency, and not the general public. Private placement

bonds are often characterized as having higher risk or a specific type of investor base. Private placement with governmental agencies is used to decrease interest and administrative costs.

In conjunction with a financial advisor, the County will select a method of sale that is likely to produce the lowest cost of borrowing given current market conditions. In some instances, the County may choose to employ a negotiated sale or private placement instead of a competitive sale when:

1. Market conditions exist where underwriters are unwilling to take reasonable risk to underwrite bonds, as required for successful competitive sales
2. The County rejected competitive bids after a failure to receive market-justified yields
3. Debt structures would benefit from a sale targeted directly to retail investors or governmental agencies
4. Bonds are unique or “story bonds” where the leadership of an underwriter from the beginning of the transaction would reasonably be expected to produce the best execution

IV. Consultants and Other Professional Services

The nature of the municipal bond industry requires certain specialized consultants to be retained. The County recognizes that continuity of consultants and their overall understanding of the County’s debt portfolio will enhance the debt transaction process. In general, a competitive selection approach will be used in the retention of consultants; however, the County Treasurer may also directly engage consultants on a case-by-case basis as approved by the County Commission.

A. Bond Counsel

Bond counsel will be retained for all debt transactions to provide assurance to the County and investors that the bonds are legal and tax requirements have been met. In addition to standard required documentation, bond counsel must issue a written letter addressed to the County Treasurer and County Commission giving a summary of all documents to be signed and the bond counsel’s affirmative opinion on the bond documents. The County Commission typically requests five business days to review final documents requiring signature.

The County will select bond counsel using a request for proposal (RFP), and evaluate the RFQ for the bond counsel that will best meet the needs of the County and the type of financings being undertaken. A RFP for bond counsel will be evaluated every five - seven years.

B. Financial Advisors

Financial advisors assist in the structuring and issuance of bonds through the competitive or negotiated sales process. A financial advisor represents only the County in the sale of

bonds. While serving as the County's financial advisor, a firm may not underwrite County bonds, and also may not switch roles from financial advisor to underwriter after a financial transaction has begun within the term of the contract.

Financial advisors shall be selected through a competitive RFP process every four - six years. During the contract term of any party acting as financial advisor, neither the financial advisor nor any individual it employs will perform financial advisory, investment banking or similar services for any entity other than the County in transactions involving a County financial commitment without the specific direction of the County Treasurer.

C. Underwriters

For negotiated sales, an underwriter markets the County's bonds to investors. The County may use more than one underwriter for an issue. The underwriter or group of underwriters purchases the bonds from the County at an agreed upon price and resells the bonds to investors.

The County will use a financial advisor to assess request for proposals (RFP) from underwriters. RFP's will be obtained and evaluated on an issue-by-issue basis. The County will not be bound by the terms and conditions of any underwriting agreement, oral or written, to which it was not a party.

D. Other Parties

Depending on the specific bond issue, other parties customary in the bond issuance process may need to be engaged, such as paying agents, trustee banks, or bond insurers. The County will retain those professional services as needed.

V. Debt Administration

Proactive debt management is a key component to the immediate and long-term success of the County's objectives. Once issued, the professional oversight of individual issues and monitoring of the County's debt portfolio will allow for favorable financial positioning.

A. Disclosure

Disclosure is a regulatory requirement and a way to enhance the marketing of the County's bonds. Disclosure includes operational and financial information for the initial marketing of a bond to investors and ongoing information regarding the status of the issue and issuer, known as continuing disclosure requirements. The County will comply with disclosure requirements as outlined in bond documents prepared by bond counsel.

B. Credit Ratings

High credit quality is essential to cost-effective financing. The County's goal is to maintain its high bond rating, and look for opportunities to increase that rating within the parameters of each type of debt issuance.

Three national agencies are currently prominent in the municipal market: Standard & Poor's, Moody's Investors Service and Fitch Investors Service. Because the County's debt issues vary greatly in size, the County and its financial advisor will evaluate the cost-benefit of obtaining a credit rating from one of the rating agencies. The retention of a rating agency relationship will be based on the potential for more favorable interest costs as compared to the direct and indirect cost of maintaining that relationship.

In advance of obtaining a credit rating, the County will prepare rating presentations in the appropriate form prior to a bond sale. The County will also maintain an ongoing statistical analysis of credit quality indicators to measure its standing over time.

C. Defeasance, Prepayment and Refunding

Accelerated retirement and restructuring of debt can be a valuable debt management tool. Accelerated retirement occurs through the use of defeasance and the exercise of prepayment provisions. Debt is often restructured through the issuance of refunding bonds.

Prepayment provisions are structured into the original bond issue. These opportunities take the form of using cash to reduce all or a portion of outstanding principal and future debt service obligations.

Debt can be refunded using current or advance refunding methods to achieve one or more of the following objectives: reduce future interest costs, restructure future debt service, or modify the legal requirements or bond covenants of the original issue. The County will generally look to a net present value savings in a minimum range of 3% to 5% of the present value of the refunding bonds. These refunding targets are not intended to prevent restructuring of outstanding debt as necessary to achieve other financial goals. The County will generally look to structure the refunding bonds in the same way as the original debt.

D. Investment of Bond Proceeds

The County will seek to lower its cost of borrowing through the investment of bond proceeds, including debt service funds, debt service reserve funds, and construction funds. Draw downs of construction proceeds will be managed to maximize investment opportunity. Debt service funds and construction funds will be part of the County's investment pool and invested in the safest investments that optimize return on investment. Debt service reserve funds and other funds held by a trustee bank are to be invested in the safest investments available while earning a return. Bond proceeds will be invested in accordance with bond documents prepared by bond counsel.

E. Arbitrage and Tax Compliance

The County will comply with federal arbitrage and rebate regulations. The County recognizes its obligations to account for potential arbitrage rebate exposure and engage bond counsel to provide these calculations and certifications as required by bond documents. Steps will be taken to minimize any rebate liability through proactive

management in the structuring and oversight of its individual debt issues and investment of bond proceeds.

For each debt issuance, the County Treasurer will maintain a "Tax Advantage Obligation File" that contains documents needed to adhere to IRS requirements and to implement tax and securities law compliance procedures. The file will include an annual compliance checklist, documenting the maintained tax status of the debt issuance.

Appendix I
Debt Issuance Checklist



Appendix II

Glossary of Terms

Acceleration

A provision, normally present in a bond indenture agreement, mortgage, or other contract, that the unpaid balance is to become due and payable if specified events of default should occur. These include failure to meet interest, principal, or sinking fund payments, insolvency, and nonpayment of taxes on mortgaged property.

Advance Refunding

A method of providing for payment of debt service on a municipal bond until the first call date or maturity from funds other than an issuer's revenues. Advance refundings are done by selling a new bond issue and investing the proceeds in a portfolio of U.S. government securities structured in order to provide enough cash flow to pay debt service on the refunded bonds. Refunding bonds are settled more than 90 days in advance of an optional prepayment date. The federal restrictions are that any issue can only be advance refunded once on a tax-exempt basis.

Arbitrage

Investment earnings representing the difference between interest paid on bonds and the interest earned on securities in which bond proceeds are invested. The Internal Revenue Code regulates the amount and conditions under which arbitrage on the investment of bond proceeds is permissible and the 1986 Tax Reform Act requires, with limited exceptions, that arbitrage from investments must be rebated to the federal government.

Average Effective Interest Cost

The average interest rate on a bond issue, including all issuance costs, expressed as either net interest cost or true interest cost.

Balloon Maturity

An extremely large proportion of bond principal coming due in a single year.

Basis Point

One basis point is 1/100 of 1 percent (0.01 percent). One hundred basis points equal 1 percent.

Bond Anticipation Note

A short-term borrowing that is retired with the proceeds of a bond sale.

Bond Insurance

Insurance as to timely payment of interest and principal of a bond issue. The cost of insurance is usually paid by the issuer in the case of a new issue of bonds, and the insurance is not purchased unless the cost is more than offset by the lower interest rate that can be incurred by the use of the insurance.

Bond Purchase Agreement

Contract that outlines the terms, prices, and conditions under which the underwriters agree to purchase the bonds from the issuer.

Bond Register

A record, kept by a transfer agent or registrar on behalf of an issuer, of the names and addresses of registered bond owners.

Bond Resolution

Adopted by the issuer's governing body to authorize the issuance and sale of municipal securities. The bond resolution describes the nature of the bond offering, the terms and conditions of the sale, and the obligations of the issuer to the bondholders. When a trust indenture is used, the bond resolution also approves the trust indentures and appoints a trustee and is called a Deed of Trust.

Bond Transcript

The legal documents associated with a bond offering.

Bond Year

An element in calculating average life of an issue and in calculating net interest cost and net interest rate on an issue. A bond year is the number of 12-month intervals between the date of the bond and its maturity date, measured in \$1,000 increments. For example, the "bond years" allocable to a \$5,000 bond dated April 1, Year 1, and maturing June 1, Year 2, is 5.830 [1.166 (14 months divided by 12 months) x 5 (number of \$1,000 increments in \$5,000 bond)]. Usual computations include "bond years" per maturity or per an interest rate, and total "bond years" for the issue.

Bonded Debt

The portion of an issuer's total indebtedness as represent by outstanding bonds.

- *Direct or gross bonded debt:* The sum of the total bonded debt and short-term debt.
- *Net direct debt or bonded debt:* Direct debt less sinking fund accumulations and all self-supporting debt such as tax anticipation notes and revenue anticipation notes.
- *Total overall debt or total direct and overlapping debt:* Total direct debt plus the issuer's applicable share of the total debt of all overlapping jurisdictions.
- *Net overall debt or net direct and overlapping debt:* Net direct debt plus the issuer's applicable share of the total debt of all overlapping jurisdictions.
- *Overlapping debt:* On a municipal issuer's financial statement "overlapping debt" is the debt of other issuers which is payable in whole or in part by taxpayers of the subject issuer.

Book Entry

Securities in the form of entries in the issuer's or a clearing house's books, rather than in the form of paper certificates with coupons. All but the smallest bond issues are sold in book-entry format.

Call

Actions taken to pay the principal amount of the bonds prior to the stated maturity date, in accordance with the provisions for "call" stated in the proceedings and the bonds.

Callable

Subject to payment of the principal amount (and accrued interest) prior to the stated maturity date, with or without payment of a call premium.

Call Premium

A dollar amount, usually stated as a percentage of the principal amount called, paid as a "penalty" or a "premium" for the exercise of a call provision.

Capital Project

Large scale capital expenditures that require significant financial resources. This includes purchase, construction, renovation or addition of capital assets and infrastructure improvements.

Closing Date

The date on which a new issuance of bonds is delivered to the purchaser upon payment of the purchase price and the satisfaction of all conditions specified in the bond purchase agreement.

Coverage

This is a term usually connected with revenue bonds. The margin of safety for payment of debt service, reflecting the number of times (e.g. "120 percent coverage") by which annual revenues either on a gross or net basis exceed annual debt service.

Current Refunding

Refunding bonds are settled within 90 days of an optional prepayment date

Dated Date (or Issue Date)

The date of a bond issue from which the bondholder is entitled to receive interest, even though the bonds may actually be delivered at some other date.

Debt Limit

Statutory or constitutional limit on the principal amount of debt that an issuer may incur (or that it may have outstanding at any one time).

Debt Service

Principal and interest.

Debt Service Reserve Fund

Used in revenue bond issues, a fund usually amounting to principal and interest payments for one year and used only if normal revenues do not cover debt service.

Defeasance

Funds are accumulated in a dedicated debt service fund or other available reserve to place in an irrevocable escrow account an amount sufficient such that the initial deposit plus accumulated investment earnings pay all scheduled debt service obligations on the refunded bonds until an optional prepayment date, at which time all remaining refunded bonds are retired.

Depository

A clearing agency registered with the Securities and Exchange Commission which provides immobilization, safekeeping and book-entry settlement services to its participants. The four registered depositories are The Depository Trust Company (New York), the Midwest Securities Trust Company (Chicago), the Pacific Securities Depository Trust Company (Chicago) and the Philadelphia Depository Trust Company.

Discount

(1) Amount (stated in dollars or a percent) by which the selling or purchase price of a security is less than its face amount. (2) Amount by which the amount bid for an issue is less than the aggregate principal amount of that issue.

Due Diligence

The investigation of a bond issue, by underwriter's and issuer's counsel, to ensure that all material facts related to the issue have been disclosed to potential buyers in the official statement (OS).

Duration

The sum of the present values of each of the principal and interest payments of a security, weighted by the time to receipt of each payment, divided by the total of the present values of the payments. Unlike average life or average maturity, duration takes into account the timing of both principal and interest payments.

Interest Rate Swap

An agreement between two parties to exchange future flows of interest payments. One party agrees to pay the other a fixed rate; the other pays the first party an adjustable rate usually tied to a short-term index.

Issue Date (or Dated Date)

The date of a bond issue from which the bondholder is entitled to receive interest, even though the bonds may actually be delivered at some other date.

Joint Managers

Underwriting accounts are headed by a manager. When an account is made up of several groups of underwriting firms that normally function as separate accounts, the larger

account is often managed by several underwriters, usually one from each of the several groups, and these managers are referred to as "joint managers."

Lease Financings

Under the structure, a municipality borrows money to rent equipment that it will acquire at the end of a stipulated period.

Legal Opinion

An opinion of bond counsel concerning the validity of a securities issue with respect to statutory authority, constitutionality, procedural conformity and usually the exemption of interest from federal income taxes.

Letter of Credit (LOC)

A security document usually issued by a bank that back-stops, or enhances, the basic security behind a bond. In the case of a direct pay "LOC," the bondholder can request the bank to make payment directly rather than through the issuer, in which case the County agrees to promptly repay the bank or pay the bank in advance.

Level Debt Service

The result of a maturity schedule that has increasing principal amounts maturing each year so that the debt service in all years is essentially "level." "Level debt service" is often used with revenue bond issues (and, in a familiar area, in the traditional approach to monthly payments on home mortgages).

Maturity Date

The stated date on which all or a portion of the principal amount of a security is due and payable.

Maturity Schedule

The schedule (by dates and amounts) of principal maturities of an issue.

Net Interest Cost (NIC)

The traditional method of calculating bids for new issues of municipal securities. The total dollar amount of interest over the life of the bonds is adjusted by the amount of premium or discount bid, and then reduced to an average annual rate. The other method is known as the true interest cost (TIC), which takes into account the time value of money

$$\text{NIC} = (\text{Total Coupon Interest} + \text{Discount or} - \text{Premium}) / \text{Bond Years}$$

Net Tax-Supported Debt Service

Annual principal and interest due for aggregate tax-supported debt less any principal and interest due for tax-supported debt determined to be self-supporting (i.e., annual debt service is fully paid from dedicated taxes, fees, incremental revenues, etc.).

Notice of Sale

An official document disseminated by an issuer of municipal securities that gives pertinent information regarding an upcoming bond issue and invites bids from prospective underwriters.

Official Statement

Discloses pertinent information regarding the debt offering of a governmental entity. It should contain complete information about the bonds being offered such as a description of the security pledge for the repayment of debt, the issuer's financial condition, structure of the offering, tax status, and economic/demographic information.

Optional Redemption

A right to retire an issue or a portion thereof prior to the stated maturity thereof during a specified period of years. The right can be exercised at the option of the issuer or, in pass-through issues, of the primary obligor. "Optional redemption" may require the payment of a premium for its exercise, with the amount of the premium decreasing the nearer the option exercise date is to the final maturity date of the issue.

Par Value

The principal amount of a bond or note due at maturity.

Paying Agent

Place where principal and interest are payable. Usually a designated bank or the office of the treasurer of the issuer.

Syndicate

A group of underwriters formed for the purpose of participating jointly in the initial public offering of a new issue of municipal securities. The terms under which a "syndicate" is formed and operates are typically set forth in the "agreement among underwriters." Those terms will establish the pro rata participation of each syndicate member; the methods by which offering prices and other terms of sale will be established; in what priority orders for securities will be taken and confirmed; and the joint or several nature of the liability assumed by each member for the purchase of unsold securities. The purpose of a "syndicate" formation is to share the risk of the offering among participating underwriters and to establish a distribution network in which to market the offered securities. One or more underwriters will act as manager of the "syndicate" and one of the managers will act as lead manager and "run the books." A "syndicate" is also often referred to as an "account" or "underwriting account."

Tax-Supported Debt Service

Annual principal and interest due for aggregate tax-supported debt.

True Interest Cost

A method of calculating bids for new issues of municipal securities that takes into consideration the time value of money (see "Net Interest Cost").

Trustee

A bank designated by the issuer as the custodian of funds and official representative of bondholders. "Trustees" are appointed to insure compliance with the contract and represent bondholders to enforce their contract with the issuers.

Trust Indenture

A legal contract between the issuer and the trustee establishing responsibilities of the issuer and the rights of the bondholders. The trust indenture defines the security, flow of funds, bond covenants, and other provisions for the protection of the investors and is enforced by the trustee.

Underwriting Spread

The difference between the offering price to the public by the underwriter and the purchase price the underwriter pays to the issuer. The underwriter's profit, expenses and selling costs are usually paid from this amount.

Yield to Maturity

Total return on a bond, taking into consideration its coupon, length of maturity, and dollar price.

**Debt Management Policy
Appendix I
Debt Issuance Checklist**

Note: The structure of debt issued by the County, regardless of type, is to be evaluated using the Debt Issuance Checklist. This checklist is not meant to be inclusive of all factors that apply when evaluating debt, but a tool to analyze the structure of debt issuance. There may be factors to consider that are not included on the Debt Issuance Checklist.

General Information

Type of debt:

Short or long term debt:

Bond proceeds will be used to:

Identify the financial resources that will be used to meet debt obligations:

Amount of Debt

Analyze the following ratios to evaluate the County's ability to meet debt obligations. To project into future years, use the current budget's growth estimates.

_____ Total Debt Service per Total Expenditure
_____ Total Debt Service per Non-Capital Expenditure
_____ Total Debt Service per Total Revenues
_____ Total Debt Service not Supported by Dedicated Revenues
per Total Revenues

Conclusion:

Interfund Borrowing

Evaluate the interfund borrowing for the issuance by considering:

_____ Financing resources used to retire the debt
_____ Interest costs over time
_____ Interest income earned over time
_____ Size of the debt issuance
_____ Opportunity cost of borrowed funds
_____ Repayment schedule
_____ Marketability and flexibility of issuance

Conclusion:

Debt Management Policy
Appendix I
Debt Issuance Checklist

Note: The structure of debt issued by the County, regardless of type, is to be evaluated using the Debt Issuance Checklist. This checklist is not meant to be inclusive of all factors that apply when evaluating debt, but a tool to analyze the structure of debt issuance. There may be factors to consider that are not included on the Debt Issuance Checklist.

General Information

Type of debt:

Short or long term debt:

Bond proceeds will be used to:

Identify the financial resources that will be used to meet debt obligations:

Amount of Debt

Analyze the following ratios to evaluate the County's ability to meet debt obligations. To project into future years, use the current budget's growth estimates.

_____ Total Debt Service per Total Expenditure
_____ Total Debt Service per Non-Capital Expenditure
_____ Total Debt Service per Total Revenues
_____ Total Debt Service not Supported by Dedicated Revenues
per Total Revenues

Conclusion:

Interfund Borrowing

Evaluate the interfund borrowing for the issuance by considering:

_____ Financing resources used to retire the debt
_____ Interest costs over time
_____ Interest income earned over time
_____ Size of the debt issuance
_____ Opportunity cost of borrowed funds
_____ Repayment schedule
_____ Marketability and flexibility of issuance

Conclusion:

Fixed or Variable Rate Debt

Evaluate the impact of fixed or variable interest rates by considering:

- _____ Cost of interest on fixed rate debt
- _____ Cost of interest on variable rate debt
- _____ Ability to accelerate debt retirement
- _____ Ability to offset interest expense through investment income

Conclusion:

Taxable vs. Tax-exempt Debt

Evaluate the impact of taxable vs tax-exempt debt by considering:

- _____ Cost of interest on taxable issue
- _____ Cost of interest on tax-exempt issue
- _____ Marketability and flexibility of issuance

Conclusion:

Method of Sale

Evaluate the method of sale that produces the lowest cost of borrowing:

- _____ Competitive sale
- _____ Negotiated sale
- _____ Private placement

Conclusion:

Prepayment Provisions

Evaluate the impact of call provisions by considering:

- _____ Cost of call premium
- _____ Cost of higher interest rates
- _____ Ability to refund issuance in future
- _____ Marketability and flexibility of issuance

Conclusion:

Debt Maturity

Evaluate the optimum maturity for the issuance by considering:

- _____ Financial resources used to retire the debt
- _____ Interest costs over time
- _____ Marketability and flexibility of issuance

Conclusion:

Credit Enhancement

Evaluate the impact of bond insurance by considering:

- _____ Cost of bond insurance to estimated savings in the TIC

Conclusion:

Fixed or Variable Rate Debt

Evaluate the impact of fixed or variable interest rates by considering:

- _____ Cost of interest on fixed rate debt
- _____ Cost of interest on variable rate debt
- _____ Ability to accelerate debt retirement
- _____ Ability to offset interest expense through investment income

Conclusion:

Taxable vs. Tax-exempt Debt

Evaluate the impact of taxable vs tax-exempt debt by considering:

- _____ Cost of interest on taxable issue
- _____ Cost of interest on tax-exempt issue
- _____ Marketability and flexibility of issuance

Conclusion:

Method of Sale

Evaluate the method of sale that produces the lowest cost of borrowing:

- _____ Competitive sale
- _____ Negotiated sale
- _____ Private placement

Conclusion:

Prepayment Provisions

Evaluate the impact of call provisions by considering:

- _____ Cost of call premium
- _____ Cost of higher interest rates
- _____ Ability to refund issuance in future
- _____ Marketability and flexibility of issuance

Conclusion:

Debt Maturity

Evaluate the optimum maturity for the issuance by considering:

- _____ Financial resources used to retire the debt
- _____ Interest costs over time
- _____ Marketability and flexibility of issuance

Conclusion:

Credit Enhancement

Evaluate the impact of bond insurance by considering:

- _____ Cost of bond insurance
to estimated savings in the TIC

Conclusion:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 18th day of December 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Commission Chambers in the Boone County Government Center by Linda Green for an overview and discussion of community issues on Wednesday, December 19th, 2012 from 6:30pm to 9:00pm.

Done this 18th day of December, 2012.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Skip Elkin
Skip Elkin
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Overview and discussion of Community Issues

Date(s) of Use: Wednesday, Dec 19, 2012

Time of Use: From: 6:30 pm AM/PM thru 9:00 pm AM/PM

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm301 - Rm306 - Rm311 - Rm332
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Linda Green

Organization Representative/Title: Clerk

Address: 206 Anderson Ave, Columbia, MO 65203

Phone Number: (573) 443-6977 Date of Application: 12/13/2012

Email Address: lindamgreen927@gmail.com

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

County Clerk

County Commissioner

DATE: _____

**APPLICATION FOR ORGANIZATIONAL USE OF
BOONE COUNTY FACILITIES**

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: overview and discussion of community issues _____

Date(s) of Use: Wednesday, Dec. 19th _____

Time of Use: From: 6:30 PM _____ AM/PM thru 9:00 PM _____
_____ AM/PM

Facility requested: Courthouse Grounds - Courtyard Square - Chambers X - Rm301 - Rm306 - Rm311 -
Rm332
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.

To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.

To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.

To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.

To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: _____
Linda Green

Organization Representative/Title: Clerk _____

Address: 206 Anderson Ave., Columbia, MO 65203 _____

Phone Number: 573-443-6977 Date of Application: _____

Email Address: lindamgreen927@gmail.com

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 12-20-12

FILENAME \p * MERGEFORMAT S:\CM\Forms\Courthouse Grounds & Govt Center Facilities Request Form.doc

Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner