

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 4th day of November 20 14


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

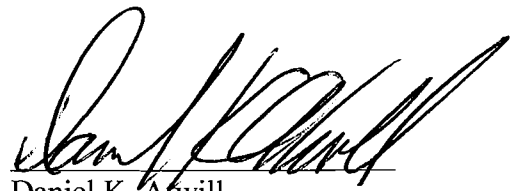
Now on this day the County Commission of the County of Boone does hereby award bid 42-24SEP14 – Corrections Uniforms Term & Supply to The Strong Group, Inc. of Oceanside, NY.

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

Done this 4th day of November, 2014.

ATTEST:

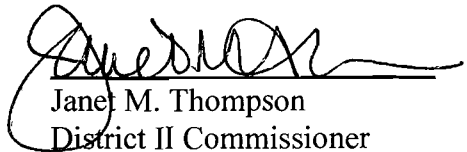
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Amy Robbins**  
Senior Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins, Senior Buyer  
DATE: October 24, 2014  
RE: 42-24SEP14 – Corrections Uniforms Term & Supply

42-24SEP14 – Corrections Uniforms Term & Supply opened on September 24, 2014. Nine bids were received and the Sheriff Department recommends award by low bid to The Strong Group, Inc. of Oceanside, NY.

This is a term and supply contract and invoices will be paid from departments 1255 & 2902 Corrections, account 23300 – Uniforms. \$26,599 was budgeted for this contract.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Warren Brewer, Sheriff Dept.  
Jenny Atwell, Sheriff Dept.  
Keith Hoskins, Sheriff Dept.  
Bid File

42-24SEP14 - CORRECTIONS UNIFORMS TERM & SUPPLY

BID TABULATION

Item #	FRQING Description	Qty	The Strong Group, Inc. Unit Price	Extended Price	Bluespace Uniforms & Equipment Unit Price	Extended Price	GT Distributors, Inc. Unit Price	Extended Price	Bob Barber Company, Inc. Unit Price	Extended Price	Southern Uniform & Equipment Unit Price	Extended Price	The Uniform House, Inc. Unit Price	Extended Price	Red the Uniform Tailor Unit Price	Extended Price	Ray O'Hernon Co., Inc. Unit Price	Extended Price	Almar Uniforms Unit Price	Extended Price
4.0	FRQING Description																			
4.0.1	Proper Women's Tuxedo Pant Size #P324-40 Black, in accordance with Section 2.6.1	50	\$78.00	\$3,900.00	26.80	1,340.00	18.64	1,532.00	11.41	1,570.00	29.65	1,482.50	23.76	1,615.00	23.79	1,657.50	29.50	1,531.00	23.95	1,647.50
4.0.2	Proper Women's Tuxedo Blouse Size #W324-40 Black, in accordance with Section 2.6.1	98	\$78.00	\$7,644.00	26.80	3,656.40	38.64	3,807.22	31.41	3,678.18	39.95	3,933.10	33.30	3,163.40	32.79	3,233.42	39.50	3,891.00	33.95	3,329.10
4.0.3	Proper BDU Trousers (Mens) P3) Size #F320-28 Black, in accordance with Section 2.6.1	98	\$21.50	\$2,107.00	22.35	3,100.30	23.51	2,499.98	26.16	2,563.60	24.93	2,425.10	26.99	2,636.39	27.30	2,674.46	29.50	3,871.00	37.20	3,675.80
4.0.4	Proper BDU Trousers (Zipper) P3) Size #F320-28 Black, in accordance with Section 2.6.1	48	\$21.50	\$1,032.00	22.35	1,072.80	23.51	1,224.48	26.16	1,255.68	24.93	1,197.60	26.99	1,291.20	27.30	1,316.40	27.50	1,320.00	27.20	1,310.40
4.0.5	Proper BDU Tuxedo Blouse (Mens) Size #W324-40 Black, in accordance with Section 2.6.1	50	\$29.25	\$1,462.50	19.20	1,910.00	34.49	1,722.50	33.10	1,688.00	35.69	1,844.50	36.35	1,812.50	36.89	1,844.50	33.50	1,675.00	35.00	1,843.00
4.0.6	Standard Overalls Change (Collared) Size #O320-28 Black, in accordance with Section 2.6.1	50	\$33.00	\$1,650.00	18.20	1,415.00	33.94	1,720.50	23.33	1,764.72	22.44	1,688.00	24.26	1,812.50	24.55	1,841.25	23.50	1,762.50	23.50	1,837.50
4.0.7	Standard Overalls Change (Collared) Size #O320-28 Black, in accordance with Section 2.6.1	50	\$33.00	\$1,650.00	18.20	1,415.00	33.94	1,720.50	23.33	1,764.72	22.44	1,688.00	24.26	1,812.50	24.55	1,841.25	23.50	1,762.50	23.50	1,837.50
4.0.8	Proper Tuxedo Vest (Mens) Size #V324-40 Black, in accordance with Section 2.6.1	50	\$33.00	\$1,650.00	18.20	1,415.00	33.94	1,720.50	23.33	1,764.72	22.44	1,688.00	24.26	1,812.50	24.55	1,841.25	23.50	1,762.50	23.50	1,837.50
4.0.9	Proper Tuxedo Jacket (Mens) Size #J324-40 Black, in accordance with Section 2.6.1	75	\$21.50	\$1,612.50	22.35	1,676.25	23.51	2,013.25	26.16	1,965.00	24.93	1,871.25	26.99	2,012.50	27.30	2,087.50	27.50	2,662.50	27.20	2,647.50
4.0.10	Proper Night Trench Coat (Mens) Size #N324-40 Black, in accordance with Section 2.6.1	75	\$24.75	\$1,856.25	33.20	1,972.00	29.36	3,391.00	30.25	3,032.50	29.71	2,133.25	30.95	2,321.25	31.15	2,388.75	31.50	3,662.50	31.42	3,355.00
4.0.11	Proper Night Trench Coat (Mens) Size #N324-40 Black, in accordance with Section 2.6.1	75	\$28.00	\$2,100.00	35.40	3,010.00	29.64	2,228.00	32.10	2,467.50	29.74	2,246.25	32.26	2,422.50	32.80	2,460.00	33.40	2,513.50	32.29	2,493.25
4.0.12	Standard Overalls Change (Collared) Size #O320-28 Black, in accordance with Section 2.6.1	50	\$33.00	\$1,650.00	18.20	1,415.00	33.94	1,720.50	23.33	1,764.72	22.44	1,688.00	24.26	1,812.50	24.55	1,841.25	23.50	1,762.50	23.50	1,837.50
4.0.13	TOTAL FOR EXTENDED PRICE COLLEMAN			\$19,900.75		\$17,295.75		\$19,777.04		\$20,643.26		\$19,393.55		\$20,651.55		\$20,998.37		\$21,007.50		\$21,401.15
4.0.14	Delivery/ARJ																			
4.1	RENEWALS																			
4.1.1	Minimum % Increase 1st Renewal Period	5%	\$17,465.79	\$873,279.45	5%	\$14,186.24	3%	\$10,371.27	5%	\$70,383.25	3%	\$10,480.31	3%	\$14,077.10	4%	\$21,836.15	3%	\$23,564.31	3%	\$22,671.21
4.1.2	Minimum % Increase 2nd Renewal Period	5%	\$18,633.08	\$931,654.00	5%	\$15,068.98	3%	\$10,988.41	5%	\$75,974.13	3%	\$11,783.73	3%	\$16,121.41	4%	\$22,713.47	3%	\$25,185.14	3%	\$23,894.17
4.1.3	Minimum % Increase 3rd Renewal Period	5%	\$19,846.73	\$991,936.50	5%	\$16,079.93	3%	\$11,811.48	5%	\$82,022.00	3%	\$12,681.78	3%	\$17,686.65	4%	\$24,520.14	3%	\$26,338.37	3%	\$25,174.51
4.1.4	Total Cost of Contract for 4 years COOP? (Yes or No)			\$74,548.34		\$74,548.34		\$82,743.48		\$83,723.87		\$85,995.44		\$87,835.11		\$89,188.19		\$91,686.72		\$92,541.63

**PURCHASE AGREEMENT  
FOR  
Corrections Uniforms Term and Supply**

**THIS AGREEMENT** dated the 4th day of November 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **The Strong Group, Inc.**, herein "Contractor".

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Corrections Uniforms Term and Supply**, County of Boone Request for Bid, bid number **42-24SEP14**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **September 15, 2014** and executed by **Walter Bistrong**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchasing Agreement, the Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on the **date of award and extend through August 31, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Corrections Uniforms as specified and responded to in the bid specifications. All products will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. The County reserves the right to request quotes from all contracted suppliers and determine which contracted supplier to use based on price and proposed schedule.

**4. Delivery** - Contractor agrees to deliver uniform items as stated above to the Boone County Sheriffs Department within 30 days ARO. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB destination.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Sheriffs Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**THE STRONG GROUP, INC.**

by Walt Buehner  
title President

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

[Signature] 1255/23300, 2902/23300 – Term and Supply  
Signature Date Appropriation Account  
10/25/2014 No Encumbrance Required

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

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

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

County of Boone

Purchasing Department

4. Response Form

- 4.1. Company Name: The Strong Group Inc
- 4.2. Address: 222 Atlantic Ave
- 4.3. City/Zip: Oceanside NY 11572
- 4.4. Phone Number: 516 766-6300
- 4.5. Fax Number: 516-766 6307
- 4.6. E-Mail Address: Sales@thestronggroup.com
- 4.7. Federal Tax ID: 11-3206031
- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_
- 4.8. Prompt Payment Terms: Net 30 days
- 4.8.1. Will you accept automated clearinghouse (ACH) for payment of invoices? yes

4.9. PRICING

**NO SUBSTITUTIONS ALLOWED ON UNIFORMS DESCRIBED BELOW**

Item #	Description	Unit Price	Qty	Extended Price
<b>Trousers:</b>				
4.9.1.	Propper Women's Tactical Pant Style #F5254-50 Black in accordance with Section 2.6.1.	\$ 26.00	50	\$ 1,300 <sup>-</sup>
4.9.2.	Propper Men's Tactical Pant Style #F5252-50 Black in accordance with Section 2.6.1.	\$ 26.00	98	\$ 2,548 <sup>-</sup>
4.9.3.	Propper BDU Trouser (Button Fly) Style #F5201-38 Black in accordance with Section 2.6.1.	\$ 21.50	98	\$ 2,107 <sup>-</sup>
4.9.4.	Propper BDU Trouser (Zipper Fly) Style #F5205-38 Black in accordance with Section 2.6.1.	\$ 21.50	48	\$ 1,032 <sup>-</sup>
4.9.5.	Propper TAC.U Pant Style #F5212-38 Black in accordance with Section 2.6.1.	\$ 29.25	50	\$ 1,462 <sup>50</sup>
4.9.6.	Tru-Spec 24-7 Series Men's Tactical Pants Black 65/35 polyester/cotton rip stop in accordance with Section 2.6.1.	\$ 31.40	50	\$ 1,570 <sup>-</sup>
4.9.7.	Standard Oversize Charge (Cost Per Incremental Size over XXL)		\$ 0	0
<b>Shirts:</b>				
4.9.8.	Propper Tactical Short-Sleeve Dress Shirt Style #F5301-38 Khaki in accordance with Section 2.6.2.	\$ 19.50	75	\$ 1,462 <sup>50</sup>
4.9.9.	Propper Tactical Long-Sleeve Dress Shirt Style #F5302-38 Khaki in accordance with	\$ 21.50	75	\$ 1,612 <sup>50</sup>



	Section 2.6.2.			
4.9.10.	Propper Men's Tactical Short-Sleeve Shirt Style #F5311-50 Khaki in accordance with Section 2.6.2.	\$ 24.75	75	\$1,856 <sup>25</sup>
4.9.11.	Propper Men's Tactical Long-Sleeve Shirt Style #F5312-50 Khaki in accordance with Section 2.6.2.	\$ 26.00	75	\$1,950 <sup>-</sup>
4.9.12.	Standard Oversize Charge (Cost Per Incremental Size over XXL)		\$ 0	0
4.9.13.	<b>TOTAL (EXTENDED PRICE COLUMN)</b>			\$16,900.75

4.14. Delivery After Receipt of Order (# of days): 30 days

4.15. RENEWALS

- 4.15.1. Maximum % Increase 1<sup>st</sup> Renewal Period: 5 %
- 4.15.2. Maximum % Increase 2<sup>nd</sup> Renewal Period: 5 %
- 4.15.3. Maximum % Increase 3<sup>rd</sup> Renewal Period: 5 %

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

4.16. Yes  No

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

4.17. read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

4.17.1. WALTER BISTVOY  
Type or Print Signed Name:

4.17.2. Walter Bistvoy

4.17.3. Date: 9/15/04

## 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 first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

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 N/95590

State of MO

)ss  
)

My name is Walter Bistong I am an authorized agent of The Strong Group Inc  
(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.

WALTER BISTONG  
Walter Bistong 9/15/14  
Affiant Date

WALTER BISTONG  
Printed Name

Subscribed and sworn to before me this 18 day of SEPT., 2014.

Stanna Hruscovits  
Notary Public

**Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.**



Company ID Number: 569675

North American Industry Classification Systems Code:	922
Administrator:	
Number of Employees:	1 to 4.
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:	
<input type="checkbox"/> NEW YORK	1 site(s)

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

Name:	WALTER BISTRONG	Fax Number:	(516) 766 - 6307
Telephone Number:	(516) 766 - 6300		
E-mail Address:	STRONG1000@AOL.COM		

# E-Verify


Employment Eligibility Verification Tutorial




[Tutorial Home](#) | [Exit Tutorial](#) | [Log Out](#)

E-Verify Program Administrator Tutorial for Employers 30 of 30

## Knowledge Test Results




# Congratulations!



**WALTER BISTRONG (WBIS1397), your score is 71.43%**

WALTER BISTRONG, you successfully completed this tutorial and passed the E-Verify Knowledge Test on September 15, 2014.

Use your browser's print capability to obtain a copy of this page for your records.  
To use E-Verify, select 'Exit Tutorial.'



**REMINDER:** You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.

**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

NA

**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:

N/A

(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.

Walt Burkay - President

Name and Title of Authorized Representative

Walt Burkay

Signature

9/16/14

Date

~~11/11/14~~



## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



## ***Request for Bid (RFB)***

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

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

---

### ***Bid Data***

Bid Number: **42-24SEP14**  
Commodity Title: **Corrections Uniforms Term & Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Submission Address and Deadline***

Day / Date: **Wednesday, September 24, 2014**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 109  
Columbia, MO 65201**  
Directions: The Purchasing Office is located on the Northwest corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance.

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### ***Bid Opening***

Day / Date: **Wednesday, September 24, 2014**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Annex Building Conference Room  
613 E. Ash Street  
Columbia, MO 65201**

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### ***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**  
**Instructions for Compliance with House Bill 1549**  
**Work Authorization Certification**  
**Certification of Individual Bidder**  
**Affidavit**  
**Debarment Form**  
**Standard Terms and Conditions**  
**“No Bid” Form**

## 1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request 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 in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
 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 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. The County also reserves the right to award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any

resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from the **date of award through August 31, 2015** and may be automatically renewed for up to an additional **three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

## 2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for **Correction's Uniforms**.
- 2.1.1. **Estimated Quantity** – The quantities indicated on the Response Form are **estimates only** and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **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.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County will not pay freight, etc. in addition to the price of the item.
- 2.6. **SCOPE OF SERVICES**
- 2.6.1. **Trousers:** The contractor shall provide the following **black** trousers in sizes 28" – 54" Waist, Short, Regular, and Long. Contractor must be able to supply all sizes. **NO SUBSTITUTIONS ALLOWED.**
- 2.6.1.1. **Propper Women's Tactical Pant F5254-50 Black:** 65% polyester/35% cotton lightweight rip stop
- 2.6.1.2. **Propper Men's Tactical Pant F5252-50 Black:** 65% polyester/35% cotton lightweight rip stop
- 2.6.1.3. **Propper BDU Trousers (Button Fly) F5201-38 Black:** Battle Rip 65% polyester/25% cotton rip stop
- 2.6.1.4. **Propper BDU Trousers (Zipper Fly) F5205-38 Black:** Battle Rip 65% polyester/25% cotton rip stop
- 2.6.1.5. **Propper TAC.U Pant Black F5212-38:** 65% polyester/35% cotton rip stop
- 2.6.1.6. **Tru-Spec 24-7 Series Men's Tactical Pants Black:** 65% polyester/35% cotton rip stop
- 2.6.2. **Shirts:** The contractor shall provide the following **khaki** Propper brand shirts. Contractor must be able to supply all sizes. **NO SUBSTITUTIONS ALLOWED.**
- 2.6.2.1. **Propper Tactical Short-Sleeve Dress Shirt F5301-38 Khaki:** Battle Rip 65% polyester/35% cotton rip stop
- 2.6.2.2. **Propper Tactical Long-Sleeve Dress Shirt F5302-38 Khaki:** Battle Rip 65% polyester/35% cotton rip stop
- 2.6.2.3. **Propper Men's Tactical Short-Sleeve Shirt F5311-50 Khaki:** 65% polyester/35% cotton lightweight rip stop

2.6.2.4. **Propper Men's Tactical Long-Sleeve Shirt F5312-50 Khaki:** 65% polyester/35% cotton lightweight rip stop

2.7. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**

- 2.7.1. Uniforms shall be guaranteed for one year against fraying, loose stitching and tearing under normal day to day use. If fraying, loose stitching, and or tearing occur under these circumstances, the contractor has 30 days in which to replace the defective uniform at no cost to the County.
- 2.7.2. All shirts and trousers must be shipped in individual packages bearing the specific officer's name on the outside of each package.
- 2.8. Sewing, embroidering or adding any kind of embellishment to the uniforms is not included in this bid.
- 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**.
- 2.9.1. **ACH Payments** - Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.10. **DESIGNEE** – Boone County Sheriff's Department, 2121 County Drive, Columbia, Missouri 65202.
- 2.11. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390. E-mail: arobbins@boonecountymo.org.
- 2.12. **DELIVERY** - Boone County Sheriff's Department, 2121 County Drive, Columbia, Missouri 65202.
- 2.12.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your 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" or "No Bid". 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. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
  - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](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** - We reserve 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** - We reserve 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** - Our 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** - We will evaluate submitted responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items.
  - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
  - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.



[View assistance for SAM.gov](#)

### Search Results

**Current Search Terms: The\* strong\* Group\* Inc.\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

**No records found for current search.**

#### Glossary

##### Search Results

Entity

Exclusion

##### Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.16.20141003-1531

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



# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through October 6, 2014.

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Selected Entity Name: THE STRONG GROUP, INC.

Selected Entity Status Information

**Current Entity Name:** THE STRONG GROUP, INC.

**DOS ID #:** 1810464

**Initial DOS Filing Date:** APRIL 07, 1994

**County:** NASSAU

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC BUSINESS CORPORATION

**Current Entity Status:** ACTIVE

Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

COWAN LEIBOWITZ & LATMAN  
1133 AVE OF THE AMERICAS  
NEW YORK, NEW YORK, 10036

**Chief Executive Officer**

ANN F. SIEGEL  
222 ATLANTIC AVE  
OCEANSIDE, NEW YORK, 11572

**Principal Executive Office**

THE STRONG GROUP, INC.  
222 ATLANTIC AVE  
OCEANSIDE, NEW YORK, 11572

**Registered Agent**

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 4th day of November 20 14

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

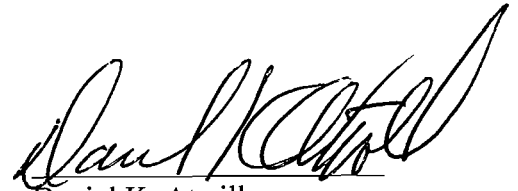
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the BuyBoard Purchasing Cooperative.

The terms of this Cooperative Contract are stipulated in the attached National Purchasing Cooperative Interlocal Participation Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

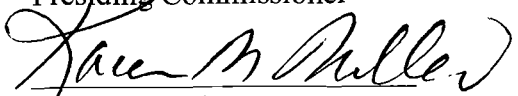
Done this 4th day of November, 2014.

ATTEST:

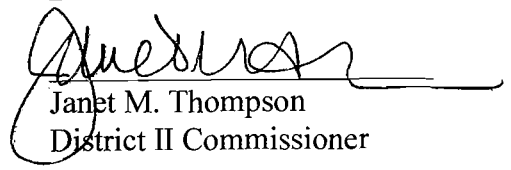
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



613 E. Ash Street  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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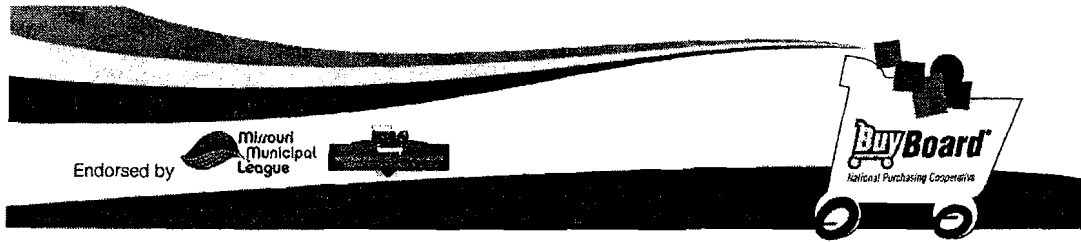
## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: October 27, 2014  
RE: BuyBoard Purchasing Cooperative Interlocal Participation Agreement

Attached is an agreement to utilize the BuyBoard cooperative. This cooperative is available to municipalities, cities, counties, schools and state agencies. All their contracts have been competitively bid. The attached agreement allows the County to use this cooperative's contracts.

ATTACHMENT: Agreement

cc: Contract File



## **What is the BuyBoard®?**

The **BuyBoard®** is an online purchasing cooperative designed to streamline the purchasing process and help its members make confident buying decisions.

The National Purchasing Cooperative's **BuyBoard®** is an administrative agency created in accordance with the Maryland Annotated Code, State Finance and Procurement, Section 13-110 (West 2009), and the Rhode Island General Laws, Section 16-2-9.2 (2009). Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with the bidding requirements in many states, and to identify qualified vendors of commodities, goods, and services.

### **Save money.**

There is power in numbers! By combining their purchasing power, BuyBoard members are able to leverage better pricing from vendors they may already use. In addition, members save by reducing administrative and resource time.

### **Save time.**

BuyBoard contracts have already been through a **competitive procurement process**, saving members the time and cost of bid preparation. In many states, a purchasing cooperative enables public entities governed by competitive bidding requirements to take advantage of bids awarded by the cooperative. The National Purchasing Cooperative leverages the power of a nationwide network of purchasers to drive down prices of commodities, goods, and services by providing the successful bidder(s) the opportunity for a higher quantity of sales.

For additional time savings, members use the online **RFQ (request for quote) function**. This electronic request permits members to select numerous vendors when submitting requests. The RFQ can be finalized in as little as three to five days, rather than weeks, for a typical formal proposal.

**One-stop shopping** and ordering on line is the ultimate timesaver. Members can place orders on the secure Web site or fax purchase orders for same-day processing. Searches by vendor or product type are simple and speedy on **buyboard.com**.

### **Purchase with confidence.**

BuyBoard vendors stand behind their products. You'll recognize many well-known brand names on our product list.

The Cooperative analyzes and makes award recommendations for products and services that have been submitted for competitive procurement. All awarded items or catalogs will be posted on the secure BuyBoard site so that BuyBoard members can search for and select items and order. BuyBoard is available only to members.

### **Become a member today!**

Join a growing list of members, which include the following:

- Cities, municipalities, towns, villages
- Community colleges and universities
- Counties
- Education service centers
- Nonprofits
- School districts
- Other local government agencies

**For more information, contact: David Ricketts • 913.424.5758 • [david.ricketts@buyboard.com](mailto:david.ricketts@buyboard.com)  
Tamara Sites • 573.330.7779 • [tamara.sites@buyboard.com](mailto:tamara.sites@buyboard.com)**



buyboard.com | 800.695.2919

### National BuyBoard Commodities and Contracts

#### Athletic Supplies/Equipment

- o Athletic, PE, Gym & Exercise Equipment/Supplies
- o Commercial Washers & Dryers

#### Auction Services (Online Only)

#### Audiovisual Equipment/Supplies

#### Automotive Parts/Tires/Equipment/Fuel

- o Automotive Grease, Oils, Lubricants, Etc.
- o Electric Vehicle Fueling Stations
- o Fueling Systems
- o Fueling Systems Propane
- o Rack-rate Transportation Fuel
- o Tires, Tubes, Automotive Parts, Supplies/Equipment

#### Awards/Trophies/Personal Recognition Products

#### Building Maintenance, Repair & Operation

- o Building Maintenance, Repair & Operation Supplies/Equipment
- o Custodial and Lawn Care Services
- o Energy-saving Lighting Products
- o General Restoration Services
- o HVAC Equipment, Supplies & Installation of HVAC Equipment
- o Moving Services/Supplies

#### Classroom/Teaching Aid Supplies/Equipment

- o Classroom Supplies/Equipment
- o Instructional Materials, Technology, & Services

#### Computers/Technology/Software Supplies and Equipment

- o Technology Equipment, Software, Supplies, & Telecommunications Products

#### Custodial Supplies/Equipment

#### First Aid, Medical Supplies/Equipment

#### Floor Covering & Indoor/Outdoor Sports Surface Flooring Products

#### Food Services Supplies/Equipment

#### Furniture

- o Furniture for School, Office, Science, Library & Dormitory

#### General Construction/Road and Bridge Equipment/Supplies

- o Cold-mix Asphalt
- o Construction Water Trucks
- o Construction Road/Bridge Equipment, Ditching/Trenching/Utility Equipment

#### Grounds Maintenance/Fertilizer/Irrigation Equipment, Supplies & Installation

#### Library Books, Used Textbooks, Other Books, & Library Supplies/Equipment

#### Modular Buildings/Ramp Systems

- o Modular Classroom Buildings/Two-story Permanent
- o Modular Classrooms, Ramp Systems, Moving/Relocating Services

#### Music and Theater

- o Musical Instruments, Equipment, Supplies & Repair
- o Stage Curtains, Lighting, Stage & Stadium Sound Systems

#### Office Supplies/Equipment/Copiers

#### Paper & Toner Products

#### Parks & Recreation Supplies/Equipment, Field Lighting Products/Installation

#### Public Safety Equipment/Police/Fire/EMS

- o Ambulances
- o Fire/Security Systems & Monitoring
- o Fire Apparatus
- o Mobile Command/Emergency Management & Bio-Terrorist Vehicles
- o Public Safety & Fire House Supplies/Equipment
- o Radio Communication Products
- o Voice Broadcast Communications System

#### Public Works Supplies/Equipment

- o Holiday Lighting & Decoration
- o Outdoor Street Lighting
- o Pipe-bursting Equipment
- o Refuse Bodies & Trailers/Dump Bodies
- o Residential/Commercial Garbage & Recycling Containers
- o Sand-spreading Equipment
- o Sewer Inspection & Cleaning Products
- o Street Sweepers

#### Underground Asset Renewal

- o Cured-In-Place Pipe for Pipeline Rehabilitation, Pipe Bursting, Manhole Rehab

#### Uniforms & Clothing Apparel/Uniform & Mats Rental Program

- o Uniforms for Band, Dance, Performance, Work/Uniforms & Floor Mat Rental

#### Vehicles/Trucks/Buses/Trailers

- o Bus/Cer Wash Equipment/Supplies, Parts/Labor
- o Police Motorcycles
- o School Buses, Options/Parts
- o Trailers/Equipment & Dump
- o Truck-mounted Aerial Lifts
- o Vehicles/Heavy-duty Trucks & Options

#### Water Treatment Supplies/Equipment

- o Water Treatment Chemicals
- o Water/Wastewater Pumps & Motors

Note: Not all contracts or vendors may be available in all states.

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Mail: National School Boards Association  
1680 Duke Street • Alexandria, VA 22314



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National Purchasing Cooperative

**NATIONAL PURCHASING COOPERATIVE  
INTERLOCAL PARTICIPATION AGREEMENT**

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

### **I. RECITALS**

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

### **II. TERMS AND CONDITIONS**

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
  - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by



mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
  - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
  - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
  - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
  - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS AND SPONSORS, (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION, THE MARYLAND ASSOCIATION OF BOARDS OF EDUCATION, AND THE RHODE ISLAND ASSOCIATION OF SCHOOL COMMITTEES) AND SERVICING CONTRACTOR(S) (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- (a) Neither party waives any immunity from liability afforded under law;
  - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
  - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
  - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to the applicable law of the State of Rhode Island.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street, Alexandria, VA, 22314. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform

the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE COOPERATIVE:**

The National Purchasing Cooperative, acting on behalf of all other Cooperative Members

By: \_\_\_\_\_  
Director, State Association Partnership Services

Date: \_\_\_\_\_

*[Additional signature page follows.]*

**TO BE COMPLETED BY COOPERATIVE MEMBER:**

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

BOONE COUNTY MISSOURI  
(Name of Local Government)

By: [Signature] Date: 11-4-14  
Signature of authorized representative of Cooperative Member

DANIEL K. ATWILL PRESIDING COMMISSIONER  
Printed name and title of authorized representative

Coordinator for the  
Cooperative Member is:

Melinda Bobbitt, CPPO  
Name

Director of Purchasing  
Title

613 E. Ash Street, Room 110  
Mailing Address

Columbia  
City

MO 65201  
State Zip Code

573-886-4391  
Telephone

573-886-4390  
Fax

mbobbitt@boonecountymo.org  
Email

**CERTIFICATION:**  
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.  
[Signature] 10/29/14  
Auditor by cey Date  
No Cost

[Last page. Nothing follows.]

**APPROVED AS TO LEGAL FORM**  
[Signature]  
DATE: 11/4/14

## **NATIONAL PURCHASING COOPERATIVE BYLAWS**

The National Purchasing Cooperative (“Cooperative”) was established on May 26, 2010, by the entry of certain governmental entities into an Organizational Interlocal Agreement (“OIA”), pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009).

The Cooperative was formed for the benefit of its members, which are eligible governmental entities in the United States of America. The Cooperative exists and operates under the OIA, these bylaws, and interlocal or intergovernmental agreements authorized by the Cooperative for its members (“Cooperative Members”).

### **1. PURPOSE**

1.1 The general purposes of the Cooperative are to obtain the benefits and efficiencies that can accrue to Cooperative Members by participating in a cooperative effort to (a) comply with the governmental procurement requirements applicable to the State of purchase; (b) identify qualified vendors of commodities, goods and services that will meet the needs of Cooperative Members; (c) relieve or ease the burden of the governmental purchasing function by promoting administrative efficiency and intergovernmental cooperation; and (d) realize the various potential economies of scale, including administrative and other cost savings, that can be achieved from volume purchasing on a national scale.

### **2. MEMBERSHIP**

2.1 Membership in the Cooperative is open to any school district or other governmental entity, including a county, municipality, state agency or other entity which is authorized to be a party to an interlocal, intergovernmental, joint powers or similar agreement under applicable State laws and as may be determined by the Cooperative. Further, income to such entity must qualify for exemption under Section 115 of the Internal Revenue Code.

### **3. WITHDRAWAL FROM MEMBERSHIP**

3.1 Any Cooperative Member may withdraw from the Cooperative in accordance with the terms of the membership agreement executed with the Cooperative. A Cooperative Member who withdraws from the Cooperative must still honor any and all pending contractual obligations with Cooperative vendors.

### **4. GOVERNANCE**

4.1 The Cooperative shall be governed by a Board of Directors.

4.2 The Board shall govern and manage the Cooperative in accordance with the terms of the OIA, these bylaws, and agreements and policies adopted by the Board from time to time. The Board shall have the further functions, powers, and duties as provided by law.

4.3 All Cooperative Board members, though maintaining their official capacity as elected or appointed officials or employees of their respective governmental entities, shall act in the interest of all Cooperative Members with respect to Cooperative business.

## 5. BOARD QUALIFICATIONS

5.1 Each Board member must be either an elected or appointed official or employee of a Cooperative Member or of NSBA, TASB, RIASC and MABE, and no Cooperative Member shall hold more than one seat on the Board. Any Board member who vacates his/her position as elected or appointed official or employee of a Cooperative Member shall be deemed to have vacated the position on the Cooperative Board.

5.2 No Board member may serve more than three (3) full terms, including initial terms, on the Board.

## 6. COMPOSITION OF BOARD

### 6.1 First Cycle.

6.1.1 The initial Board shall be composed of eight (8) individuals: one director appointed by each of the four (4) undersigned Organizing Local Governments, as identified in the OIA; and one (1) director each appointed by the National School Boards Association (NSBA), the Texas Association of School Boards, the Rhode Island Association of School Committees (RIASC), and the Maryland Association of Boards of Education (MABE).

6.1.2 The initial Board shall serve in staggered initial terms, determined by lot or other means acceptable to the Board, as follows: two (2) director terms shall end on August 31, 2011; three (3) director terms shall end on August 31, 2012; and three (3) director terms shall end on August 31, 2013.

6.2 Second Cycle. After the expiration of each initial term, all staggered terms on the Board shall be for a period of three (3) years appointed as follows: four (4) directors appointed by the Board from four (4) participating Cooperative Members; and one (1) director each appointed by NSBA, TASB, RIASC, and MABE.

6.3 Third Cycle. Thereafter, the Board shall be composed and shall have such terms as set forth in the Cooperative's bylaws.

6.4 Appointments. In all appointments that are made to the Board, care shall be exercised to appoint only those individuals whose resident state school board association demonstrates support for this cooperative undertaking. Further, all appointments by the Board shall strive to achieve national diversity in order to broaden the reach of the Cooperative.

## 7. VACANCY

7.1 Any vacancy that occurs in the initial term of an initial Board member shall be filled by the entity authorized to make that appointment under the OIA. Thereafter, any vacancy on the Board, whether for a full or partial term, shall be filled by the entity authorized to make the appointment under these bylaws (i.e., this Board or the association described in Section 6). If a vacancy is not filled within 90 days of the date the seat becomes vacant, the Board shall fill the vacancy as provided in Section 6, above, regardless of the entity normally authorized to make such appointment. For all purposes, including the determination of a quorum, each vacancy on the Board shall reduce full membership of the Board by one (1) until such time as the vacancy is filled; however, in no event shall the Board's membership constitute fewer than three (3) individuals.

## 8. REMOVAL

8.1 Any Board member who is absent from three (3) consecutively scheduled meetings may be subject to removal by a majority of the remaining Board members. Additionally, if a Board member is unable or unwilling to serve, that Board seat may be declared vacant by a majority of the remaining Board members.

## 9. MEETINGS

9.1 The Chair shall call meetings of the Board as follows:

9.1.1 In the Spring of each year for the transaction of business required by these bylaws to take place at the annual meeting.

9.1.2 When any three Board members submit to the Chair a request in writing for a meeting. In such event, the Chair shall then call a meeting within 30 days of the latest of the three Board members' requests.

9.1.3 At such other times that the Chair deems necessary or appropriate.

9.2 Board members shall have a minimum of 15 days written notice of any meeting of the Board. Notice may be fewer than 15 days if a majority of the entire Board affirmatively waives such time period, in writing or by vote or other action. A Board member's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not properly called or convened.



9.3 A meeting of the Board may be conducted in person or by alternate means, such as teleconference, videoconference, the Internet, or any other means through which each meeting participant can communicate with all other meeting participants.

9.4 All meetings of the Board shall be conducted pursuant to the latest edition of Robert's Rules of Order.

## 10. QUORUM AND VOTING

10.1 A majority of the Board, including those participating pursuant to Section 9.3 above, shall constitute a quorum. When a quorum exists, concurrence of a majority of those present and voting at any Board meeting shall be necessary for any official action taken by the Board, unless otherwise provided by these bylaws.

10.2 On any occasion when a meeting is called and a quorum is not present, the Chair may conduct valid business by polling the Board members who are present and then polling the absent Board members by telephone or other electronic means. Similarly, on any occasion when the Chair deems that a meeting is not feasible, the Board members may be polled by telephone or other electronic means. In any poll taken by telephone or other electronic means, the Board members who are polled shall confirm their action in writing, and such writing (whether in a single document or several) shall be made part of the minutes. A majority of the entire Board must concur for any action taken by poll.

10.3 A Board Member, may participate in any Board meeting by proxy by submitting to the Board in writing a notice of Board member substitution before the start of the meeting at which the proxy is to take effect.

## 11. OFFICERS

11.1 At its annual meeting, the Board shall elect the following Officers from among its members for a one-year term: Chair, Vice Chair, and Secretary.

## 12. CHAIR

12.1 The Chair shall preside at all meetings of the Board, perform such other duties as provided in these bylaws, and have such other authority and powers as the Board may prescribe.

12.2 The Chair, on behalf of the Cooperative, shall have the authority to sign and execute all contracts and other instruments.

12.3 The Chair may delegate to a member of the Board any authority or power vested in the Chair by these Bylaws as necessary and appropriate to conduct the business of the Cooperative and as approved by the Board.

### 13. VICE CHAIR

13.1 In the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair and when so acting shall have all the duties of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as may be assigned by the Chair.

### 14. SECRETARY

14.1 The Secretary shall keep the minutes of all meetings of the Board and shall attend to the giving and serving of all notices.

14.2 The Secretary shall have charge of the Cooperative's books, records, and such other books and papers as the Board may direct and shall have the authority to sign and execute contracts and other instruments as delegated by the Board or Chair. The Secretary shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

14.3 In the absence of the Secretary, the Chair may appoint any person, other than the Chair, to act as Secretary during such absence. In any meeting of the Board at which both the Chair and Vice Chair are absent, the Secretary shall initially preside over such meeting for the sole purpose of having the Board members appoint a presiding officer for the duration of the meeting.

### 15. COMMITTEES

15.1 The Chair may appoint committees of the Board as the Chair deems necessary to properly perform or more effectively carry out the mission and purposes of the Cooperative.

15.2 Unless the Board has authorized otherwise, all committees shall cease to exist when the term of the Chair expires.

### 16. EXPENSE REIMBURSEMENT

16.1 Board members shall serve without compensation. In accordance with Board policy, the Cooperative may reimburse reasonable expenses incurred by Board members in attending to the business of the Cooperative, including certain expenses which may be characterized as "compensation" for federal tax purposes. However, under no circumstances may a Board member simultaneously serve as an employee, consultant, or independent contractor of the Cooperative.

### 17. POWERS AND DUTIES

17.1 The Board, in addition to other powers and duties conferred or authorized by law, shall have the following powers and duties:

- 17.1.1 To enter into contracts as the Board deems necessary or appropriate, and to fix the time, manner and payment there for;
- 17.1.2 To set a budget and provide for the proper financial accounting and reporting of the activities of the Cooperative;
- 17.1.3 To require an audit at such times the Board deems appropriate;
- 17.1.4 To carry out all of the duties necessary for the proper operation and administration of the Cooperative on behalf of Cooperative Members and, to that end, have all powers necessary for the effective administration of the affairs of the Cooperative, including the delegation of powers;
- 17.1.5 To arrange for the investment of assets according to an approved investment policy. The Board shall appoint, by resolution, one or more investment officers, who may or may not be a member of the Board, to be responsible for the investment of Cooperative assets;
- 17.1.6 To require, at the Board's discretion, the securing of a fidelity bond for those entities or persons charged with handling any of the monies or investments of the Cooperative;
- 17.1.7 To engage an administrator, attorney, accountant, or other professional or service provider that the Board deems necessary for the proper administration of the Cooperative;
- 17.1.8 To terminate the membership of any Cooperative Member in accordance with the Cooperative's bylaws, agreements or policies;
- 17.1.9 To authorize the commencement, defense, or other appearance of the Cooperative in any litigation, claim, or dispute related to Cooperative matters, and to engage counsel and appropriate experts in respect of such litigation.

## 18. PRINCIPAL OFFICE

18.1 The principal office of the Cooperative is located at 1680 Duke Street, Alexandria, Virginia 22314, which is also its mailing address. The Cooperative also may have such other offices and places of operation as the Board may designate.

## 19. FISCAL YEAR

19.1 The fiscal year for the Cooperative shall begin on the first (1<sup>st</sup>) day of September and end on the 31<sup>st</sup> day of August of the succeeding year. Except where otherwise indicated, any reference to "annual" or "annually" in these bylaws shall mean the fiscal year of the Cooperative.

## 20. BOOKS AND RECORDS

20.1 The Cooperative shall keep books and records of account, minutes of the proceedings of the Board, and shall keep at its principal office a record of the names and addresses of the Cooperative Members.

## 21. MISCELLANEOUS PROVISIONS

21.1 Any notice required or permitted by these bylaws to be given to a Board member, Cooperative Member, or other person, may be given in person or by U.S. mail, facsimile, e-mail or other mode of delivery typically used in commerce and accessible to the intended recipient. If mailed, a notice is deemed delivered when deposited in the U.S. mail addressed to the person at his or her address as it appears in the Cooperative's records, with postage prepaid. If given by facsimile, a notice is deemed delivered when printed confirmation of receipt is obtained from the transmitting mechanism. If given by e-mail, a notice is deemed delivered at the moment it is sent. A person or entity may give notice of a change in address in writing to the Secretary.

21.2 If the conclusion of any time period provided for herein falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

21.3 These bylaws shall be construed under the laws of the State of Rhode Island. All references in these laws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

21.4 To the greatest extent possible, these bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to unregistered entities, such as the Cooperative.

21.5 If any bylaws provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision.

## 22. IMMUNITY

22.1 To the greatest extent authorized by law, no provision of these bylaws or any agreement or policy approved by the Board, shall be construed to waive the governmental immunity afforded to the Cooperative and any Cooperative Member under law. The Cooperative, its Board, agents and representatives, and Cooperative Members retain all governmental and official immunities conferred by law.

## 23. LIABILITY AND INDEMNIFICATION

23.1 The Cooperative is not formed as a trust; therefore, the members of the Board shall not be deemed to have the duties or liabilities of directors under the laws of any State regulating trusts.

23.2 The Cooperative will not hold members of the Board, its officers and agents or representatives liable for acts taken in good faith and reasonably within the Cooperative's best interest.

23.3 The Cooperative shall indemnify, defend, and hold harmless (with or without insurance) all Board members and officers, to the fullest extent permitted by law, in any claim, litigation, or other proceeding and cover all reasonable expenses, including, but not limited to, attorney's fees, costs, judgments, settlement payments and penalties. The Board may have the Cooperative indemnify, defend, and hold harmless its administrator, sponsor or any endorser, agent or representative it deems appropriate, to the extent permitted by law.

## 24. TERMINATION AND DISSOLUTION

24.1 Termination of the Cooperative shall only occur by action of a two-thirds majority of the entire Board. Notwithstanding anything contained herein to the contrary, upon dissolution of the Cooperative, assets will be first used to pay all debts and obligations of the Cooperative and any remaining funds shall be distributed to the Cooperative Members under a formula of distribution which shall be determined by the Board at the time of dissolution. The precise formula of distribution shall set forth the amount of distribution and the Cooperative Members eligible for such distribution.

## 25. AMENDMENTS TO BYLAWS

25.1 These bylaws may be amended by the affirmative vote of a majority of the entire Board. The Board must not take final action to adopt any amendment until at least 90 days have elapsed from the date the Board initially received notice of the material terms of such proposed amendment. The Board may waive this 90-day waiting period by unanimous consent.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

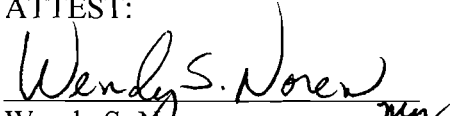
In the County Commission of said county, on the 4th day of November 20 14

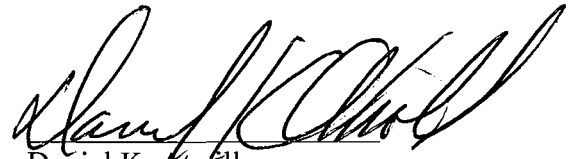
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by the Sheriff's Department to dispose of surplus vehicles through the Missouri Auto Auction. It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal forms.

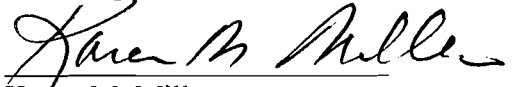
Done this 4th day of November, 2014

ATTEST:

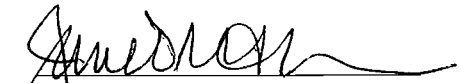
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**



613 E. Ash Street, Room 110  
 Columbia, MO 65201  
 Phone: (573) 886-4391  
 Fax: (573) 886-4390

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB  
 Director of Purchasing

DATE: October 27, 2014

RE: Vehicle Surplus Disposal

Following is a list of surplus vehicles that have been replaced. The Sheriff's Department requests commission approval for disposal through the Missouri Auto Auction. Our contract with MO Auto Auction is 10-23MAR10 – Auction Services for Surplus Vehicles.

AUCTION THROUGH MISSOURI AUTO AUCTION				
Year	Description	Approximate Mileage	VIN #	Condition
1996	Ford Club Wagon	191,000	1FBHE31H8THA97775	Poor: vehicle has idle, brake, and A/C issues (Asset tag 10599)
2001	Chevrolet Impala	150,000	2G1WF55K719299468	Good: Clean, vehicle served as detective vehicle. (Asset tag 12915)
2003	Ford Crown Victoria	109,000	2FAHP71W73X190594	Fair: Vehicle served as both a patrol vehicle and administrative vehicle. (Asset tag 13891)
2009	Ford Crown Victoria	140,000	2FAHP71V59X105431	Fair: Vehicle served as patrol/enforcement vehicle. (Asset tag 16631)
2009	Ford Crown Victoria	133,000	2FAHP71V79X105432	Fair: Vehicle served as patrol/enforcement vehicle. (Asset tag 16632)
2009	Ford Crown Victoria	105,000	2FAHP71V59X143712	Fair: Vehicle served as patrol/enforcement vehicle. (Asset tag 16924)
2009	Ford Crown Victoria	106,000	2FAHP71V79X143713	Fair: Vehicle served as patrol/enforcement vehicle. (Asset tag 16933)
2009	Dodge Charger Police	106,000	2B3LA43T79H639395	Fair: Vehicle served as patrol/enforcement vehicle. Interior missing parts. Fog lights missing. Runs strong. (Asset tag 16981)

Commission Order #:

2010	Ford Crown Victoria	106,000	2FABP7BV3AX137965	Poor: Vehicle served as patrol/enforcement vehicle. (Asset tag 17169)
2010	Ford Crown Victoria	111,000	2FABP7BVXAX137963	Fair: Vehicle served as patrol/enforcement vehicle. Transmission related leak. (Asset tag 17436)
2004	Ford Crown Victoria	110,431	2FAFP71W94X134973	Fair

cc: Disposal File; Chad Martin, Sheriff; Greg Edington, PW; Hilary Matney, Risk Manager; Heather Acton, Auditor



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 4th day of November 20 14

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

Now on this day the County Commission of the County of Boone does hereby designate Cathy Richards, Nicole Galloway, Karen Miller, Dan Atwill and Janet Thompson as delegates to the Missouri Association of Counties' Annual Conference on November 23-25, 2014.

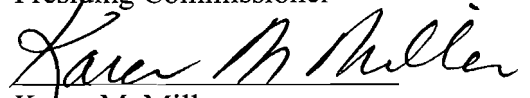
Done this 4th day of November, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

MISSOURI ASSOCIATION OF COUNTIES

OFFICIAL FORM: DESIGNATION OF DELEGATES TO MAC'S ANNUAL CONFERENCE

Return Form To: Missouri Association of Counties  
P.O. Box 234  
Jefferson City, MO 65102

RECEIVED SEP 29 2014

Please return the forms by November 6. If an unavoidable delay occurs and the form must be handed in at conference, only delegates whose names are submitted by noon on November 24 are eligible to vote. Name badge identification is necessary for voting at the conference.

Article VI, Section 6(c) of the Missouri Association of Counties Bylaws provides that each member county shall be permitted four (4) voting delegates. Member counties with an assessed valuation of over \$66.7 million shall be allowed five (5) voting delegates, plus one additional voting delegate for each additional \$66.7 million assessed valuation. The maximum number of voting delegates shall be ten (10).

The Bylaws provide that delegates be selected in the following manner:

- The county commission selects from within its membership one delegate.
- Additional delegates are selected by a majority vote of not less than seven (7) elected officials in the county. The additional delegates chosen may be commissioners, clerks, collectors, treasurers or any other elected county officials.
- Any county official who is eligible to participate in the selection of a delegate but who is not a delegate has the right to participate at any meeting of the Association under the rules established.
- No delegate or other person shall be permitted to cast a proxy vote for another delegate.

\_\_\_\_\_ County does hereby designate the following to serve as its delegates to the Missouri Association of Counties' Annual Conference on November 23-25, 2014.

Delegate Cathy Richards

Name

Bo. Co. Public Administrator

Title

Delegate Nicole Galloway

Name

Boone County Treasurer

Title

Delegate Karen Miller

Name

District I Commissioner

Title

Delegate Dan Atwill

Name

Bo. Co. Presiding Commissioner

Title

Delegate Janet Thompson

Name

District II Commissioner

Title

Please record additional delegates on a separate page.

ATTEST:

Wendy S. Noren  
County Clerk

Dan Atwill  
Presiding Commissioner

Jane Miller  
Associate Commissioner

Janet Thompson  
Associate Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 14

County of Boone

In the County Commission of said county, on the

4th

day of November

20 14

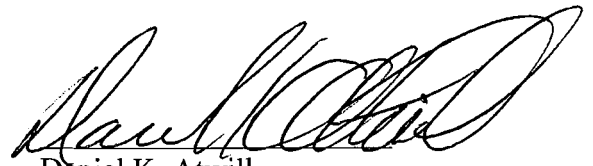
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize Commissioner Karen M. Miller to sign agreements with utility providers for the extension of utilities to the site in connection with the Boone County Emergency Communications Center building project.

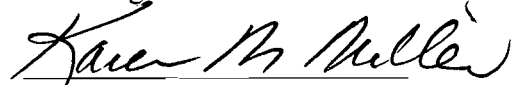
Done this 4th day of November, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner