183-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	April Sess	sion of the April Adj	ourned	Term. 20	13
County of Boone	J				
In the County Commissio	n of said county, on the	18th	day of April	20	13

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

Now on this day the County Commission of the County of Boone does hereby approve the attached proclamation recognizing the week of April 14 through April 20, 2013 as National Public Safety Telecommunicators Week and Friday, April 19, 2013 as Boone County Public Safety Telecommunicator Day.

Done this 18th day of April, 2013.

ATTEST: Wendy S. Møren Wes

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

PROCLAMATION FOR NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

- *Whereas*, emergencies requiring the services of law enforcement, fire protection and/or emergency medical professionals can occur at any time anywhere,
- *Whereas*, Public Safety Telecommunicators are the first and most critical contact for individuals who need emergency services,
- *Whereas*, the safety of our law enforcement, fire protection and emergency medical professionals depends upon the quality and accuracy of information obtained and related by Public Safety Telecommunicators,
- Whereas, the quality of public safety and emergency response in Boone County depends upon the prompt response of emergency response personnel,
- Whereas, Boone County Public Safety Telecommunicators provide 911 dispatch services for 13 agencies,
- *Whereas,* Boone County Public Safety Telecommunicators conducted more than 345,000 phone interactions in 2012,
- **Therefore,** in honor of the men and women whose diligence, professionalism and sense of duty help to keep the citizens of and visitors to Boone County safe, the Boone County Commission recognizes the week of April 14 through April 20, 2013 as National Public Safety Telecommunicators Week. On behalf of the citizens of Boone County, the Commission shares its sincere appreciation to the dedicated staff of Joint Communications and recognizes Friday, April 19, 2013 as Boone County Public Safety Telecommunicator Day.

IN TESTIMONY WHEREOF, this 18th day of April, 2013.



ATTEST

Daniel K. Atwill, Presiding Commissioner

Karen M. Miller, District I Commissioner

guet

Janet M. Thompson, District II Commissioner

184-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	April Session of the April A	djourned	Term. 20 13
County of Boone			
In the County Commission of said county, or	the 18th	day of April	20 13

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 City of Columbia Cooperative Contract 59/2013 – Drug and Alcohol Testing Services with Mid-Missouri Drug Testing Collections, Inc. of Ashland, MO.

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

Done this 18th day of April, 2013.

ATTEST:

Wendy S. Møren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller District I Commissioner

Janet M. Thompson Bistrict II Commissioner

Boone County Purchasing

Amy Robbins Senior Buyer



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

MEMORANDUM

TO:	Boone County Commission
FROM:	Amy Robbins
DATE:	April 10, 2013
RE:	City of Columbia Cooperative Contract 59/2013 - Drug and Alcohol
	Testing Services

The Purchasing Office requests permission to utilize the City of Columbia Contract 59/2013 for Drug and Alcohol Testing Services with Mid-Missouri Drug Testing Collections, Inc. of Ashland, MO.

This is a Term and Supply contract available to all departments.

cc: Contract File Kara Coustry / Human Resources Greg Edington / Public Works Bob Davidson / Facility Maintenance

PURCHASE AGREEMENT FOR DRUG AND ALCOHOL TESTING SERVICES

THIS AGREEMENT dated the <u>18</u>th day of <u>April</u> 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Mid-Missouri Drug Testing Collections, Inc. herein "Vendor."

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 Drug and Alcohol Testing Services compliant with all bid specifications and any addendum issued for the City of Columbia Contract 59/2013 as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia Contract 59/2013 shall prevail and control over the vendor's bid response.

2. Contract Duration - This agreement shall commence from date of award and extend through March 31, 2014 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. *Purchase* - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Drug and Alcohol Testing Services. Testing Services will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. *Delivery* - Vendor agrees to deliver drug and alcohol testing services as set forth in the bid documents.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County respective ordering Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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. *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.

MID-MISSOURI DRUG TESTING COLLECTIONS, INC.

bv Tresid title

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED **Q** FORM: Q00M County Counse

ATTEST: endy S. N 6ren, County Clerk

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

June Pitchford	by m	04/10/13	County-Wide Term and Supply No Encumbrance Reguired
Signature	/-//	Date	Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

- 15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

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City of Columbia, Missouri

FINANCE DEPARTMENT PURCHASING DIVISION

March 25, 2013

NOTIFICATION OF AWARD - CITY OF COLUMBIA

CONTRACT FOR: Drug & Alcohol Testing Terms and Supply

Contract Period is April 1, 2013-March 31, 2014

Your firm has been awarded the contract herein in response to our recent Request for Quotation. The purchase orders for this year will be e-mailed to you. Please reference the appropriate purchase order number on every invoice submitted.

Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT	ITEMS	VENDOR	VENDOR
NUMBER	AWARDED	NUMBER	NAME
59/2013	See attached	12741	Mid-Missouri Drug Testing Collections, Inc. PO Box 538 Ashland, MIO 65010 Contact: Charles Johnson Phone: 573-632-4495 Fax: 573-632-6858 Email: charles@mmdtc.com

TERMS: DELIVERY: Net 30 As Needed

Barb

Barb Rorman Procurement Officer 573-874-7374

cc: Margrace Buckler Carol Wilson

Will Hobart

Purchasing Agent

701 E. Broadway 5th Floor • P.O. Box 6015 • Columbia, Missouri 65205 (573) 874-7376 • FAX (573) 874-7762

City of Columbia RFQ #59/2013 Drug & Alcohol Testing Term & Supply

Mid-Missouri Drug Testing Collections, Inc. Prepared by: Charles Johnson

PAPER BID FORM 59/2013 Drug & Alcohol Testing Term & Supply

	Company Collegeration	Aut -> Quantity/Unit	UnitPlace
ITEM 1: FULL DRUG SCREEN ANALYSIS, 5- PANEL-DOT	PRICE MUST INCLUDE COLLECTION, LABORATORY ANALYSIS, POSITIVE TEST CONFORMATION AND	specimen includes MRO	#38-
ITEM: 2 DRUG SCREEN ANALYSIS, 5-PANEL-NON DOT	PRICE MUST INCLUDE COLLECTION, LABORTORY ANALYSIS, AND POSITIVE TEST CONFORMATION. DO NOT INCLUDE MEDICAL REVIEW OFFICER SERVICES IN YOUR QUOTE THIS SERVICE IS ONLY REQUIRED FOR POSITIVE TESTS AND SHOULD BE QUOTED ON ITEM 7.		\$ 27-
ITEM 3: MOBILE BASED DRUG TEST	MOBILE BASED DRUG TEST	EACH	# 38-
ITEM 4: BREATH ALCOHOL TESTING	BREATH ALCOHOL TESTING	EACH	\$ 25-
ITEM 5: MOBILE BASED ALCOHOL TEST	MOBILE BASED ALCOHOL TEST	EACH	# 25-
ITEM 6: POSITIVE BREATH ALCOHOL TEST CONFORMATION	POSITIVE BREATH ALCOHOL TEST CONFORMATION	EACH	\$40-
ITEM 7: REVIEW OF LAB ANALYSIS BY MEDICAL REVIEW OFFICER	REVIEW OF LAB ANALYSIS BY MEDICAL REVIEW OFFICER	NON-DOT MRD	\$10:
ITEM 8: MEDICAL REVIEW OFFICER CONSULTATION	MEDICAL REVIEW OFFICER CONSULTATION	PER HOUR	\$50-
ITEM 9: EXPERT WITNESS TESTIMONY	EXPERT WITNESS TESTIMONY	PER HOUR	#50-
ITEM 10: RANDOM POOL ADMINISTRATION	RANDOM POOL ADMINISTRATION (SELECTION, NOTIFICATION AND BLIND SPECIMEN SUBMISSION)	EACH	1350 par Near
ITEM 11: RANDOM TESTING FOR SWORN PERSONNEL ASSIGNED TO THE COLUMBIA POLICE DEPARTMENT NARCOTICS DIVISION.	CURRENTLY 5 OFFICERS. TESTING WILL BE QUARTERLY.	EACH	#27-lest #0-admin
ITEM 12: AFTER HOUR FEES	AFTER HOUR FEES AND/OR ANY EXTRA FEES WHEN OUTSIDE NORMAL OPERATING HOURS.	SPECIFY RATE	80-
ITEM 13: EMERGENCY CHARGES	CHARGES FOR EMERGENCY SERVICES	SPECIFY RATE	* 0-

THE UNDERSIGNED BIDDER, having examined the specifications, general specifications and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this quotation; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm. Missouri Sales and Use Tax are not to be included in this pricing.

The City reserves the right to reject any and all bids, to waive technical defects, and to select the bid(s) deemed most advantageous to the City. The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Mid. Missouri Drug Tosting Collect.	ms, Inc. Johnson
Company Name P.D. Box 538	Authorized Person (Print)
Address Ashland, MO. 65010	Authorized Person (Signature)
City/State/Zip 573-632-4495	Title 2 -2 8 - 2013
Telephone # 573-632-6858	Date 43-1815032
Chevesenmett. com	CONDELL'M
E-mail	Entity Type

SPECIAL REQUIREMENTS DOCUMENT: This must be completed and attached to your bid response; failure to do so will result in your submittal being declared "non-responsive" and will not be considered. If filing electronically, download this document, complete, and upload with your bid response. If submitting by paper form, print, complete and submit in sealed marked envelope with your bid offer.

Description	Note	Response
Terms and Conditions	Bidder agrees to accept the attached Terms & Conditions	ALLEPT
Payment Terms	Indicate Payment Terms:	Net30
Declaration of bidding without collusion	In submitting this quotation, the bidder declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm, or corporation.	AGree
Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with DRUG AND ALCOHOL TESTING SERVICES, as needed and as requested, from date of award through March 31, 2014. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	AGree
Renewal Options	TERM & SUPPLY CONTRACT RENEWAL OPTIONS: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	Abree
Cooperative Contract Pricing	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)	Abree
INSURANCE	Successful Bidder agrees to comply with attached insurance requirements upon award.	Abree Abree

EMPLOYMENT OF UNAUTHORIZED	(a) Contractor agrees to comply with Missouri State Statute section 285.530 In that they shall not knowingly employ, hire for employment, or continue to employ ar unauthorized alien to perform work within the state of Missouri. (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States. Indicate if you agree to comply.	Agreeto compet?
COLLECTION	MUST PROVIDE 24 HOURS/7 DAYS A WEEK AVAILABILTY. COLLECTORS AND PROCEDURES MEET QUALIFICATIONS AND TRAINING (49 CFR PART 40) INDICATE IF YOU AGREE OR IF THERE ARE EXCEPTIONS TO THESE REQUIREMENTS. INDICATE ANY ADDITIONAL CHARGES FOR OUTSIDE NORMAL BUSINESS HOURS FOR SERVICES.	Abree (no weetims)
MEDICAL REVIEW OFFICER (MRO)	INDICATE THE NAME. IS THIS PERSON QUALIFIED FOR REVIEWING DOT TESTING, AS DEFINED IN 49 CFR PART 40?	DEAW BRESHEARS. M.D. Yes-Qualified
LABORATORY INFORMATION	PROVIDE THE NAME, ADDRESS AND HOURS OF THE LABORATORY(S).	TO XILO DE V. LASTANTAVI 301 BUSINES LOOP TOW. 1
Staff	Provide the number of employees on your staff and the percent (%) of work on this project that will be done by your own staff	4-100%
Dther Business Name(s)	If you have done business under a different name, please give that name and location:	N/A
Have you ever failed to complete any vork awarded to your company?	Have you ever failed to complete any work awarded to your company? If so, where and why?	NO

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M-F.

References	List three references, minimum, for same type of work performed in the past six months. State name and telephone number of contact person, as well as nature and cost of appraisal(s). Attach separate sheet if necessary.	attached
Response Time	State your response time on accident reporting.	I hour!
FTA Triennial Experience	Provide your experience information with FTA Triennial Reviews.	see attached.
Test result time	Provide turn around time for test results.	sec ettached
Same day test results	Are same day test results available?	Yes
Hydrocodone and Oxycodone cut offs	What are you lab cut offs for Hydrocodone and Oxycodone for non- DOT applicants?	see attached
Normal operating hours	Provide your normal operating hours	Clinicis 4°M-4 pm
Additional Charges	Provide details of any additional charges that have not been listed in the Itemized Pricing portion of this bid document.	see attached)

On-LUL 24/7



MID-MISSOURI DRUG TESTING COLLECTIONS, INC.

Pre-employment, random & post-accident drug and alcohol collections

P. O. Box 538 Ashland, MO 65010

573-632-4495 (toll free) 877-329-2230

References for Mid-Missouri Drug Testing Collections, Inc.

Company/agency	Contact	Phone #	Service provided
City of Columbia	Amanda Barnes, RN	874-6346	Full Third-party Administration
Boone County Public Works	Kara Coustry	886-4395	Full Third-party Administration
Columbia Curb &Gutter	Jeff Bradshaw	474-6186	Full Third-party Administration
Missouri Book Services	Jerome Rader	446-5258	Collections and Testing
Potter Transportation	Randy Potter	660-882 - 2100	Collections and Testing
Sentinel Industries	Kathy Lieffert	657-2164	Full Third-party Administration
Midway USA	Jason Gatz	445-6363	Full Third-party Administration
Boone Electric Cooperative	Tim Springer	441-7272	Collections and Testing
Emery Sapp & Sons	Jeff Stephens	445-8331	Full Third-party Administration
St. Charles County	Ruth Rollins	636-949-7320	Full Third-party Administration
Hallsville R-IV Schools	George Rudisaille	696-5512	Full Third-party Administration
Southern Boone County	Charlotte Miller	657-2146	Full Third-party Administration

Comments and addendum for RFQ #59/2013 -

Drug & Alcohol Testing

FTA Triennial Experience

The last 3 FTA inspections, Mid-Missouri Drug Testing Collections; Inc. has assisted the City of Columbia with pre-inspection documentation, been available for consultation during the inspection and successfully passed collection site "on-site" inspection. In addition, we have assisted with final report preparation and deficiency response(s).

Test Result time

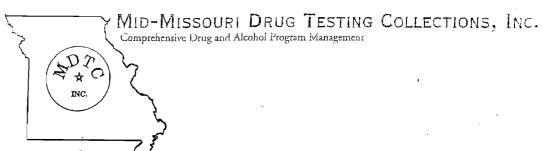
For both federal and non-federal testing, collections performed before noon will be available that same day in late afternoon. After noon collections will be available next working day (exceptions are any positive tests requiring confirmation and medical review officer activity).

Hydocodone and Oxycodone

Screening cutoffs are 300 ng/ml and confirmation cutoffs are 300 ng/ml. Lower confirmation cutoffs (100 ng/ml) are available.

Additional Charges

For male directly observed collections (return to duty, follow ups, etc.), an observation fee of \$10 per collection is requested. Does not apply to female observed collections.



... at your doorstep ...

MLission Statement

Mid-Missouri Drug Testing Collections, Inc. provides to area employers a full service drug and alcohol testing program utilizing state-of-the art substance abuse management procedures. Providing market-competitive testing packages, MDifC, Inc. ensures to employers a total commitment to quality drug and alcohol testing services



Mid-Missouri Daug Tessing Collignments, line, searced in March 2000 as a mobile service offering dirug and algohol collignions to employers in the Mid-Missouri area. Since its indeption, we have responded our services to include a full package of substance abuse management requirements. With collection site agreements throughout the entire state of Missouri, MDTC, Inc. can now offer comprehensive services to businesses and employers statewide.

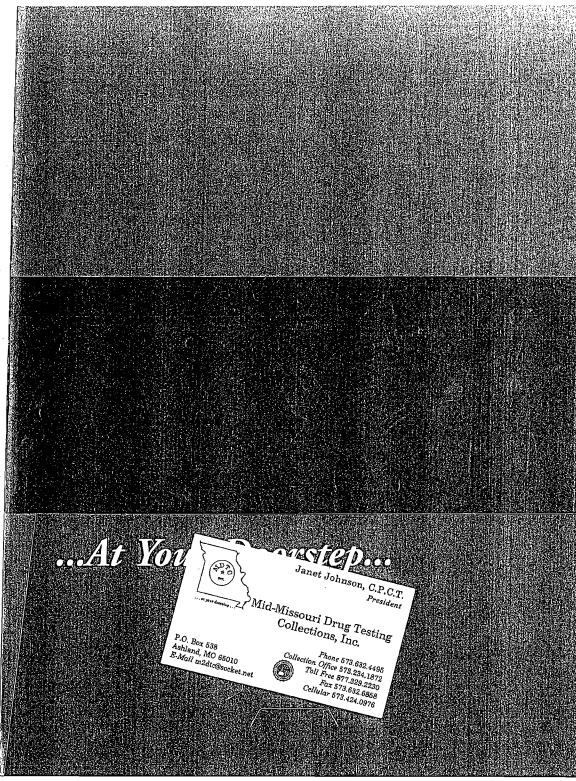


Our Commitment

MDTC, Inc. offers to employers market-competitive testing packages designed to ensure that companies will remain compliant with all federal and state requirements. Our pledge is to offer these services in a professional but "user friendly" environment. Our staff is always available to answer your concerns and questions about drug and alcohol testing.



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- Mobile dhugand alcohol collections
- 🕿 Post-zeeidem herring awillable 24 hours patiday, azvan dayaa wee
- Enillatind party administration .
- Seconsortium setylees
- Supervisor training
- Substance abuse policy development



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P.O. Box 538 Ashland, Missouri 65010

E-mail: M2DTC@Socket.Net

Phone: 573.632.4495 Toll Free: 877.329.2230 Fax: 573.632.6858 Cellular: 573.424.0976

Mid-Missouri Drug Testing Collections, Inc. PO Box 538 Ashland, MO. 65010 NI CALLS ALLES

RFQ # 59/2013 Drug & Alcohol Testing

03-01-15 //1/14 //

OPTIVIEW.

PAPER BID FORM 59/2013 Drug & Alcohol Testing Term & Supply

Unit Price
-

THE UNDERSIGNED BIDDER, having examined the specifications, general specifications and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this quotation; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work,

.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm. Missouri Sales and Use Tax are not to be included in this pricing.

The City reserves the right to reject any and all bids, to waive technical defects, and to select the bid(s) deemed most advantageous to the City. The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Company Name	Authorized Person (Print)
	Authorized Person (Signature)
City/State/Zip	Title
Telephone #	Date
Fax #	Tax ID #
 E-mail	Entity Type

Entity Type

SPECIAL REQUIREMENTS DOCUMENT: This must be completed and attached to your bid response; failure to do so will result in your submittal being declared "non-responsive" and will not be considered. If filing electronically, download this document, complete, and upload with your bid response. If submitting by paper form, print, complete and submit in sealed marked envelope with your bid offer.

Bidder agrees to accept the attached Terms & Conditions	
Indicate Payment Terms:	-
In submitting this quotation, the bldder declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm, or corporation.	
TERM AND SUPPLY CONTRACT for furnishing City of Columbia with DRUG AND ALCOHOL TESTING SERVICES, as needed and as requested, from date of award through March 31, 2014. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	
TERM & SUPPLY CONTRACT RENEWAL OPTIONS: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	
Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)	
Successful Bidder agrees to comply with attached insurance requirements upon award.	
	Terms & Conditions Indicate Payment Terms: In submitting this quotation, the bidder declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm, or corporation. TERM AND SUPPLY CONTRACT for furnishing City of Columbia with DRUG AND ALCOHOL TESTING SERVICES, as needed and as requested, from date of award through March 31, 2014. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD. TERM & SUPPLY CONTRACT RENEWAL OPTIONS: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City. Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.) Successful Bidder agrees to comply with attached insurance requirements upon

EMPLOYMENT OF UNAUTHORIZED	(a) Contractor agrees to comply with Missouri State Statute section 285.530 in		
	that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. (b) As a condition for the award of this contract the		
	contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection		
•	with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an	•	
	unauthorized alien in connection with the contracted services. (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not		
	knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of		
	perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States. Indicate if you agree to comply.		
COLLECTION	MUST PROVIDE 24 HOURS/7 DAYS A WEEK AVAILABILTY. COLLECTORS AND PROCEDURES MEET QUALIFICATIONS AND TRAINING (49 CFR PART 40) INDICATE IF YOU AGREE OR IF THERE ARE EXCEPTIONS TO THESE REQUIREMENTS. INDICATE ANY ADDITIONAL CHARGES FOR OUTSIDE NORMAL BUSINESS HOURS FOR SERVICES.		
MEDICAL REVIEW OFFICER (MRO)	INDICATE THE NAME. IS THIS PERSON QUALIFIED FOR REVIEWING DOT TESTING, AS DEFINED IN 49 CFR PART 40?		
LABORATORY INFORMATION	PROVIDE THE NAME, ADDRESS AND HOURS OF THE LABORATORY(S).		
Staff	Provide the number of employees on your staff and the percent (%) of work on this project that will be done by your own staff		
Other Business Name(s)	If you have done business under a different name, please give that name and location:		
Have you ever failed to complete any work awarded to your company?	Have you ever failed to complete any work awarded to your company? If so, where and why?		

References	List three references, minimum, for same type of work performed in the past six months. State name and telephone number of contact person, as well as nature and cost of appraisal(s). Attach separate sheet if necessary.	
Response Time	State your response time on accident reporting.	
FTA Triennial Experience	Provide your experience information with FTA Triennial Reviews.	
		· · ·
Test result time	Provide turn around time for test results.	
Same day test results	Are same day test results available?	
Hydrocodone and Oxycodone cut offs	What are you lab cut offs for Hydrocodone and Oxycodone for non- DOT applicants?	
Normal operating hours	Provide your normal operating hours	
Additional Charges	Provide details of any additional charges that have not been listed in the Itemized Pricing portion of this bid document.	

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<u>SPECIFICATIONS AND REQUIREMENTS - RFQ 59/2013</u> <u>DRUG & ALCHOL TESTING SERVICES</u>

Drug and alcohol collection and testing procedures shall be under contractor responsibility and conform to those required by federal regulations governing the drug and alcohol testing mandated by the Department of Transportation (49CFR Part 40) as well as any specific rules of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). All drug tests shall be done by a laboratory certified by U.S. Department of Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP).

Alcohol Breath Testing shall be done by a certified Breath Alcohol Technician utilizing a National Highway Transportation Safety Administration (NHTSA) approved Evidential Breath Testing (EBT) device.

General Requirements:

i.

- 1. The contractor shall provide one or more of the following services in accordance with the provisions and requirements stated herein:
 - a. Alcohol and drug testing and related services.
- 2. The contractor shall provide testing services to satisfy the following:

Department of Transportation (DOT)

- a. Enable City of Columbia's compliance with the Omnibus Transportation Employee Testing Act of 1991 (the "Act") which mandates random drug and alcohol testing as well as testing for preemployment, post-accident, reasonable suspicion, return-to-duty, and follow-up testing of employees required to hold Commercial Driver's Licenses.
 - The contractor shall adhere to the rules and regulations published under the Act found in 49 CFR 350 et al. Any modifications to the federal rules and requirements shall be incorporated into the contract unless such modification is found contrary to Missouri law.

Non - DOT

- b. Allow post-accident, reasonable suspicion, and follow-up testing for any City of Columbia employee and pre-employment testing for any salaried or hourly prospective or new hire employee which is within the legal parameters of the City.
 - i. The contractor shall perform such testing services in accordance with the City of Columbia's internal policy/procedure (see Attachment #1, Drug and Alcohol Policy) which has been determined to be legally permissible by such entity.
- 3. The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement; if it is in the best interest of the City of Columbia, alternate services may be obtained elsewhere.
- 4. The contractor shall provide the required services on an as needed, if needed basis at any time 24 hours per day, seven days a week.
- 5. The contractor shall understand and agree that the City of Columbia does not guarantee a minimum or maximum number of tests. However, estimates are provided below:
 - a. Approximately 285 drug and 20 alcohol tests will be needed on an annual basis for City of Columbia compliance with the Act.
 - b. Approximately 250 drug and 20 alcohol tests will be needed on an annual basis for post-accident, reasonable suspicion, and follow-up testing for any City of Columbia employee and pre-employment testing for pre-employment for any salaried or hourly prospective or new hire employee.

- 6. The contractor shall provide all materials, supplies, and equipment necessary to successfully perform services as defined herein. This list shall include but shall not necessarily be limited to specimen collection and identification supplies, test tubes, labels, reagents, shipping containers, split specimen containers, etc.
 - a. All testing equipment, materials, and supplies used by the contractor must meet accuracy and reliability standards and requirements as established by both the federal Department of Transportation (DOT), Department of Health and Human Services (HHS), and the City of Columbia.
- 7. The contractor must establish adequate confidentiality and security measures to ensure that confidential employee records are not available to unauthorized persons. This includes protecting the physical security of records, limiting the number of persons with access to the records and other appropriate access controls, and computer security measures to safeguard confidential data in electronic data bases.

Random Testing Requirements:

- 1. Random selection testing shall be prepared monthly.
- 2. The contractor shall develop and administer procedures and protocols for random selection alcohol and drug testing. The random selection testing procedures and protocols shall meet the requirements set by the federal DOT rules identified in 49 CFR 350 et al. The contractor shall administer the City's random drug testing pool (including database management, random selection of individuals for testing, notification of selection, conduct of the test, notification and reporting as appropriate regarding test results, and follow-up) and otherwise operate the random testing system in a manner that complies with the Act.
- 3. List of individuals to be tested delivered to City a minimum of 5 working days before 1st of each month.

Specimen Collection Requirements:

- 1. Personnel qualifications and procedures shall comply to current DOT 49 CFR Part 40 guidelines.
- 2. The contractor shall provide qualified, trained collectors (as defined in 49 CFR part 40). These collectors shall collect specimens at a location within the City of Columbia and shall also provide on-site specimen collection and testing by means of a mobile-unit.
- 3. The contractor must collect all specimens utilizing necessary precautions and chain of custody procedures to ensure specimen security and integrity compliant with federal requirements.
 - a. The contractor must use federally mandated collection forms for both drug and alcohol specimens for regulated test(s) and non-federal forms for non-regulated test(s).
- 4. The contractor shall provide courier specimen pick-up services for transporting to laboratory, assuring efficient "turn around time" for reporting testing results.
 - a. The contractor shall maintain responsibility for the chain of custody pursuant to DOT and HHS guidelines.
 - b. The contractor shall furnish chain of custody forms in compliance with the contractor's established procedures and shall provide in-service training to City staff regarding such procedures.

Laboratory Requirements:

- 1. Certified by the DOT and the Department of Health and Human Services to perform laboratory testing, as defined in 49 CFR Part 40.
- 2. Semi-annual Laboratory Reports

Specimen Retention Requirements:

- 1. The contractor shall retain positive specimens for one year after collection/testing, or for the specific duration of time established by federal requirements, or pending any litigation.
 - a. At the written request of the City, the contractor shall retain any positive test specimens for a longer period of time.
- 2. The contractor shall retain negative samples for at least three workdays following collection/testing in compliance with federal standards.

Alcohol Testing Requirements: At the request of the City, the contractor shall conduct alcohol testing services.

- 1. The contractor's evidential breath testing (EBT) devices must be approved by the National Highway Traffic Safety Administration (placed on Conforming Product List (CPL) and the Missouri Department of Health.
- 2. The contractor shall conduct a confirmation test on a breath screen test with an alcohol concentration of .02 grams per 2lO liters of breath or greater. The contractor shall immediately notify the City of a finding of .02 alcohol concentration or greater. All screening and testing must be in accordance with DOT alcohol testing regulations and procedures.
- 3. In the event the DOT reviews and revises its alcohol testing regulations and procedures, then the contractor shall, at that time, expand its alcohol testing option (e.g., use a blood testing procedure) upon the mutual agreement of the contractor and the City of Columbia.
- 4. The breath test must be administered by a trained and certified breath alcohol technician (BAT).

Drug Testing Requirements:

- 1. At the request of the city, the contractor shall provide a five (5) panel drug screen using current procedures as approved by the Department of Health and Human Services and the DOT. The contractor's laboratory, or the laboratory utilized by the contractor, must be certified by the Department of Health and Human Services per DOT regulations. Collected urine specimens shall be tested for detection of all the following five (5) drugs:
 - a. Amphetamines/Methamphetamines;
 - b. Cannabinoids (THC);
 - c. Cocaine;
 - d. Opiates;
 - e. Phencyclidine (PCP).
- 2. The contractor must report all positive and negative test results to the City within 24 hours of final determination of test results.
 - a. It would be preferable to have same day reporting for non-federal, negative drug test results.
 - b. Contractor shall submit a semi-annual lab testing statistical report.
- 3. The contractor shall submit blind specimens to the lab for quality control testing purposes at no additional charge.

Medical Review Officer Requirements:

1. The contractor shall provide a Medical Review Officer (MRO) who must be a licensed physician (M.D. or D.O.) knowledgeable in areas of alcohol and drug abuse and toxicology procedures. The qualifications and performance of the MRO must be in compliance with 49 CFR Part 40.

- a. The MRO (or another service agent) shall administer the contractor's random testing pool, provide blind specimens, and electronically transfer test results. The format in which test results are electronically transferred shall be mutually agreed upon by the contractor and the City.
- b. MROs must conduct interviews with employees who have tested positive and must personally make the decision concerning whether to verify a test as positive or negative.
- c. The MRO shall observe all confidentiality requirements established in federal rules and as otherwise stated in the contract. Results of testing shall be released only to the employee being tested and the City.
- d. The MRO shall provide expert witness testimony upon request.
- e. The MRO must be available 24 hours per day, seven days per week.

Other Personnel Requirements:

<u>Expert Witness Testimony Services</u>: If requested by the City, the contractor shall provide expert testimonial and witness services by qualified professionals (i.e., pathologists, biochemists, etc.) with technical expertise concerning specimen test results, chain of custody procedures, and any other aspect of contractual service delivery as defined herein as deemed necessary in a court proceeding.

<u>Legal Consultation</u>: The contractor shall provide professional consultation to the City including but not limited to consultation on testing quality control, program administration and records keeping issues, rules updates, and related legal issues.

Reporting Requirements:

- 1. If requested by the DOT, the City must submit detailed records of their alcohol and drug abuse prevention program to DOT. Therefore, if requested by the City, the contractor shall provide any necessary information and data to the City that will aid the City in developing its report to the DOT.
- On a quarterly basis, the contractor must provide statistical test result reports to the City on form OMB #2125-0543, "Drug and Alcohol Testing Management Information System Data Collection". The contractor shall provide the report with a city department/division breakdown if requested.
- 3. If requested by the City, the contractor shall provide copies of maintenance reports kept on breath alcohol testing equipment to be used including a description of what is checked for and how often maintenance reports are done.
- 4. The contractor shall assure the accuracy and confidentiality of all records.
- 5. All reports shall comply with DOT regulations and shall be retained for the length of time established therein.
- 6. The contractor shall assist with completion of MIS Reporting.

DOT Drug and Alcohol Training:

1. Contractor must provide training for supervisors and employees as required by DOT Regulations,

Invoicing and Payment Requirements:

Statements/invoices giving service date, services rendered, and total cost shall be submitted monthly to Finance/Accounts Payable, P.O. Box 7236, Columbia, MO 65205. A copy shall be sent to Margrace Buckler, Human Resources Director, P.O. Box 6015, Columbia, MO 65205. The contractor's invoice shall include the Social Security Number of the employee tested.

The contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page and shall not be reimbursed for any postage or courier costs.



Columbia Finance/Purchasing Division

BID ANALYSIS REPORT

To Department:	Carol/Margrace-Human Resources	Date: 3/11/	13	Bid No.	59/2013	
Evaluated By:	Barb Rorman	Commodity:	Drug &	Alcohol Te	sting T&S	

Purchasing Comments: We have received 3 quotes for this RFQ, Employee Screening Services and Mid-Missouri Drug Testing are very close. Perhaps using last year's utilization you could evaluate the cost to make the best determination of best option for our typical needs. Please send your records for your determination with this signed analysis for our records.

Return By: 3/21/13 Department Reply Accepting Mid-Mission Drug Testing Collections Competitive pricing, local knoiness, Same day Jab results civalable, I hour response time for accident reporting U.S. 2 hour response time for Employce Screening-Services.

____ Recommend that all bids be rejected (Explain in Remarks and/or attachment)

Remarks:

een Oully____ Date: 3-14-13 Department/Division Head Signatures Form No. 120 (9/88)

FY12	#	On Site		Emplo	ye Screening		MMDTC	
1 DOT Screen	426	\$ 49.00	\$20,874.00	\$	35.00	\$ 14,910.00	\$ 38.00	\$ 16,188.00
2 Non DOT	260	\$ 49.00	\$12,740.00	\$	30.00	\$ 7,800.00	\$ 27.00	\$ 7,020.00
3 Mobile	12	\$ 49.00	\$ 588.00	\$	35.00	\$ 420.00	\$ 38.00	\$ 456.00
4 BAT	60	\$ 49.00	\$ 2,940.00	\$	25.00	\$ 1,500.00	\$ 25.00	\$ 1,500.00
5 Mobile	12	\$ 49.00	\$ 588.00	\$	25.00	\$ 300.00	\$ 2,5.00	\$ 300.00
6 Positive	1	\$ -	\$ -	\$	25.00	\$ 25.00	\$ 40.00	\$ 40.00
7 MRO service	2	\$ -	\$ -	\$	8.00	\$ 16.00	\$ 10.00	\$ 20.00
8 MRO consultation	0	\$ -	\$ -	\$	150.00	\$ -	\$ 50.00	\$ -
9 Exper Witness	0	\$ 75.00	\$ -	\$	150.00	\$-	\$ 50.00	\$ -
10 Random	1	\$ -	\$ -	\$	300.00	\$ 300.00	\$350.00	\$ 350.00
11 Random for police	e 12	\$ 49.00	\$ 588.00	\$	30.00	\$ 360.00	\$ 27.00	\$ 324.00
12 After hour narc	0	\$ 100.00	\$ -	\$	60.00	\$ -	\$ -	\$ -
13 Emergeny	0	100	\$ -	\$	100.00	\$ -	\$ -	\$ -
			\$38,318.00			\$25,631.00		\$26,198.00

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1	OF COLUMBIA, MO JEST FOR QUOTATION				TABULATION OF	BIDS
Subje	ct: Drug & Alcohol Testir Dpened: 3/5/2013			OnSite Diagnostix	Employee Screening Services of Missouri, LLC *online & pape	
Date	FULL DRUG		SPECIMEN			<u> </u>
1	SCREEN ANALYSIS 5-PANEL-DOT	, COLLECTION, LABORATORY ANALYSIS, POSITIVE TEST CONFORMATION AND		\$49.00	\$35.00	\$38.00 includes MRC
2	DRUG SCREEN ANALYSIS, 5-PANEL NON DOT	PRICE MUST INCLUDE - COLLECTION, LABORTORY ANALYSIS, AND POSITIVE TEST CONFORMATION. DO NOT INCLUDE MEDICAL REVIEW OFFICER SERVICES IN YOUR QUOTE. THIS SERVICE IS ONLY REQUIRED FOR POSITIVE TESTS AND SHOULD BE QUOTED ON ITEM 7.	SPECIMEN	\$49.00	\$30.00	\$27.00
3	MOBILE BASED DRUG TEST	MOBILE BASED DRUG TEST	EACH	-		¢29 00
4	BREATH ALCOHOL	BREATH ALCOHOL TESTING	EACH	\$49.00	\$35.00	\$38.00
4 	TESTING MOBILE BASED	MOBILE BASED ALCOHOL TEST	EACH	\$49.00	\$25.00	\$25.00
5	ALCOHOL TEST			\$49.00	\$25.00	\$25.00
6	POSITIVE BREATH ALCOHOL TEST CONFORMATION	POSITIVE BREATH ALCOHOL TEST CONFORMATION	EACH	\$0.00	\$25.00	\$40.00
7	REVIEW OF LAB ANALYSIS BY MEDICAL REVIEW OFFICER	REVIEW OF LAB ANALYSIS BY MEDICAL REVIEW OFFICER	EACH	\$0.00	\$8.00	\$10.00 Non-DOT MRC
. 8	MEDICAL REVIEW OFFICER CONSULTATION	MEDICAL REVIEW OFFICER CONSULTATION	PER HOUR	\$0.00	\$150.00	\$50.00
9	EXPERT WITNESS	EXPERT WITNESS TESTIMONY	PER			+00.00
	TESTIMONY RANDOM POOL	RANDOM POOL ADMINISTRATION	HOUR EACH	\$75.00	\$150.00	\$50.00
10	ADMINISTRATION	(SELECTION, NOTIFICATION AND BLIND SPECIMEN SUBMISSION)		\$0.00	\$300.00	\$350 per year
11	RANDOM TESTING FOR SWORN PERSONNEL ASSIGNED TO THE COLUMBIA POLICE	CURRENTLY 5 OFFICERS. TESTING WILL BE QUARTERLY.	EACH	\$49.00	\$30.00	\$27.00 per test \$0.00 admin
12	NARCOTICS	AFTER HOUR FEES AND/OR ANY EXTRA FEES WHEN OUTSIDE NORMAL OPERATING HOURS.	SPECIFY RATE	\$100.00 per call	\$60.00 per hour *paper copy stated "scheduled"	\$0.00
13	EMERGENCY CHARGES	CHARGES FOR EMERGENCY SERV	SPECIFY RATE	\$100.00 per call	\$100.00 per hour *paper copy stated 2 hour minimum	\$0.00

Final Official Bid Tabulation This tabulation represents the verified numerical calculations of each bid submitted timely.

Search Results

.Current Search Terms: Mid-Missouri Drug* testing* collections* Inc.*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.817.20130323-2053



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

185-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI] ea.	April Session of the	e April Adjo	urned	Term. 20) 13
County of Boone	J					
In the County Commission	n of said county, or	a the	18th	day of April	20	13

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

Now on this day the County Commission of the County of Boone does hereby award bid 16-22MAR13 - Exterior Window Cleaning Term and Supply to Atkins Building Services and Products, Inc. of Columbia, MO. The terms of the agreement are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 18th day of April, 2013.

ATTEST: Wendy S. Noren

Clerk of the County Commission

aniel K. Atwill

Presiding Commissioner

7. 1l. 1 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

MEMORANDUM

TO:	Boone County Commission
FROM:	Amy Robbins, Senior Buyer
DATE:	April 12, 2013
RE:	16-22MAR13 – Exterior Window Cleaning Term and Supply

16-22MAR13 – Exterior Window Cleaning Term and Supply opened on March 22, 2013. Four bids were received and Facilities Maintenance recommends award by low bid to **Atkins Building Services and Products, Inc.** of Columbia, MO.

This is a term and supply contract and invoices will be paid from department 6101 – Housekeeping, account 60125 – Custodial/Janitorial Services.

ATT: Bid Tabulation

cc: Bob Davidson, Facilities Maintenance Jody Moore, Facilities Maintenance Bid File

		ow Cleaning Term & Supply					······································		· · · · · · · · · · · · · · · · · · ·	
.8.1	Service <u>Lo</u> cation		Atkins Bu	ulding Services	Schuyler	& Co. LLC	Squee	gee Squad	Shepherd's	Company
	Location	Address	Cost	Per Visit	Cost F	Per Visit	Cost	Per Visit	Cost Pe	r Visit
1	Government Center	801 E. Walnut St.		\$1,564.00		\$2,900.00		\$3,987.00		\$1,21
2	Courthouse	705 E. Walnut St.		\$2,568.00		\$2,350.00		\$50.00		\$4,52
3	Annex Building	613 E. Ash St.		\$182.00		\$75.00		\$1,685.00		\$7
	Grand Total			\$4,314.00		\$5,325.00		\$5,722.00		\$5,82
.11.	2nd Contract Period	l Renewal Pricing Increase by %	0%	\$4,314.00	0%	\$5,325.00	2%	\$5,836.44	10%	\$6,40
	3rd Contract Period	Renewal Pricing Increase by %	0%	4,314.00	0%	5,325.00	2%	\$5,953.17	15%	\$7,36
	4th Contract Period	I Renewal Pricing Increase by %	5%	4,529.70	2%	5,431.50	2%	6,072.23	15%	8,40
	5th Contract Period	Renewal Pricing Increase by %	5%	4,756.19	0%	5,431.50	2%	6,193.68	15%	9,73
.12.	Coop Purchasing (Y/	N)		Y		N		Y	NA	1
			• ·	ay 27, July 4, Sept					July 4, Memoria Day, Thanksgivi	
4.9.	Observed Holidays		21, Nov 28,	Dec 24 & 25	All Legal Holid	avs	NA		New Year	

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PURCHASE AGREEMENT FOR EXTERIOR WINDOW CLEANING TERM AND SUPPLY

THIS AGREEMENT dated the <u>18</u>Th day of <u>April</u> 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Atkins Building Services and Products, 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, the County of Boone Request for Bid for Exterior Window Cleaning Term and Supply, bid number 16-22MAR13, any applicable addenda, and the Contractor's bid response dated March 20, 2013 and executed by Mike Wiser on behalf of the Contractor, Work Authorization Certification, Certification of Individual Bidder, Certification regarding Debarment and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date awarded and continue through March 31, 2014 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for an additional four (4) one-year periods subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County 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.

3. *Purchase* - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. *Delivery* - Contractor agrees to provide exterior window cleaning services as requested by the Facilities Maintenance Department to meet the needs of service locations as specified in the bid document on an "as needed" basis.

5. *Billing and Payment* - All billings shall be submitted to Boone County Facility Maintenance for payment at: 613 E. Ash Street, Room 107, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements 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

185-2013

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.

ATKINS BUILDING SERVICES AND PRODUCTS, INC.

by Mike Wiser

title _____ Sing C Service Mangge

address 1123 Wilkes Blud. Site 450 Columbia MO 65201

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM: pour

C.J. Dykhouse, County Counselor

AUDITOR CERTIFICATION

ATTEST:

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

E. Titchford by carl Signature

4/12/13
Date

101/60125 Term/Supply No Encumbrance Required Appropriation Account

						ATKINS2	2	OP ID: DJ
ACORD CER	TIFIC	ATE OF LIA	BIL	ITY IN	SURA	NCE		(MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	MATTER	OF INFORMATION ONLY R NEGATIVELY AMEND, DOES NOT CONSTITUT		CONFERS N	IO RIGHTS ER THE CO	UPON THE CERTIFICAT	TE HOL	E POLICIES
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	is an ADI , certain p	DITIONAL INSURED, the policies may require an er	policy(i ndorsen	es) must be nent. A stat	endorsed. tement on th	If SUBROGATION IS W als certificate does not c	AIVED onfer r	, subject to ights to the
PRODUCER	Serie ind S	Phone: 573-441-2230	CONTAC	T Dawn Jo	ones			
Beckett Taylor Insurance 2100 E. Broadway Ste 308		Fax: 573-441-2231	PHONE (A/C, No.	Extl: 573-44	1-2230	FAX (A/C, No):	573-4	41-2231
Columbia, MO 65201 Jerome Taylor III			E-MAIL ADDRES	s: djones@	becketttay	/lor.com		
				and the last of the second		RDING COVERAGE		NAIC #
INSURED Atkins Building Services			·····		nd Mutual	······································		15350
NSURED Atkins Building Services & Products Inc					ri Employe			10191
Emily Thoroughman			INSURE		a First Insu			
P O Box 756 Columbia, MO 65205			INSUREF					
			INSURE					
		ENUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	QUIREME PERTAIN, POLICIES,	NT, TERM OR CONDITION THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	OF ANY	CONTRACT	OR OTHER	DOCUMENT WITH RESPECT	CT TO	WHICH THIS
INSR TYPE OF INSURANCE	ADDL SUBR		L.	POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
C X COMMERCIAL GENERAL LIABILITY		CBP8741362		08/06/2012	08/06/2013	PREMISES (Ea occurrence)	\$	200,000
CLAIMS-MADE X OCCUR						MED EXP (Any one person) PERSONAL & ADV INJURY	\$ \$	10,000 1,000,000
				-		GENERAL AGGREGATE	9 5	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	5	2,000,000
X POLICY PRO-			ţ				5	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
C X ANY AUTO		BA8709142		08/06/2012	08/06/2013	BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident) PROPERTY DAMAGE		
X HIRED AUTOS X AUTOS			:			(Per accident)	\$ \$	
X UMBRELLA LIAB X OCCUR				·····		EACH OCCURRENCE	3	2,000,000
A X EXCESS LIAB CLAIMS-MADE		NU21350547/CU8756486		08/06/2012	08/06/2013	AGGREGATE	3 S	2,000,000
DED RETENTION \$							\$	
WORKERS COMPENSATION						X WC STATU- TORY LIMITS ER		
B ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	1028085		12/31/2012	12/31/2013	E.L. EACH ACCIDENT	S	1,000,000
(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
DESCRIPTION OF OPERATIONS below				0010010040	00/00/0040	EL DISEASE - POLICY LIMIT	5	1,000,000
		CBP8741362		0910912012	08/06/2013	Rented Eq		50,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (Attach 4	CORD 101. Additional Remarks	chertule il	more snace in	nequíred)			
leagle@boonecountymo.org	co (Allach A	CORD (D), AUDIORD RENZERS SE	Lineutaie, n	nora shere is	nedan eo)			
			CANCE	ELLATION				
County of Boone 613 Ash Street			THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C/ EREOF, NOTICE WILL E Y PROVISIONS.		
Columbia, MO 65201		F	AUTHOR	ZED REPRESEN	ITATIVE			
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		L		© 1988-	2010 ACOR	D CORPORATION. All	rights	reserved.

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STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

shall govern.

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16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

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County of Boone

Cost Per Visit

4.	Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside left corner with your company name and return address, the proposal
	number and the due date and time.
4.1.	Company Name: Atkins Building Services
4.2.	Address: 1123 Wilks RIND CO MO 65202
4.3.	City/Zip: <u>Columbia MO 65202</u>
4.4.	Phone Number: 1-573 - 874 - 5100
4.5.	Fax Number: $1 - 5.73 - 874 07.11$
4.6.	E-Mail Address:
4.7.	Federal Tax ID: 43118705
4.7.1.	 (x) Corporation () Partnership - Name () Individual/Proprietorship - Individual Name () Other (Specify)

4.8. Exterior Window Cleaning Services: We propose to furnish the equipment/material/services as indicated in this Bid Response including all labor, parts and material required to perform such work, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material/service shall be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.8.1. Service Location

		-	
1.	Boone County Government Center, 801 E. Walnut St.	\$_	1564 00
2.	Courthouse, 705 E. Walnut	\$_	2568 00
3.	Boone County Annex Building, 613 E. Ash Street	\$_	18200

company: JAN 1st , May 27, July 4, Sept 21st NON 28th	6
	•
flc 14.25	

County of Boone

Response Form (continued)

4.10. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order. Authorized Representative (Sign By Hand):

5/15

 Type or Print Signed Name:

Today's Date: 3/20/13

4.11. Maximum % Increase 2nd Contract Period: ____%

Maximum % Increase 3rd Contract Period: _____%

Maximum % Increase 4th Contract Period: _5 %

Maximum % Increase 5th Contract Period: ____%

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

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Prior Services Performed for: Dolin Building 1. Company Name: State of MO/Dolir - Dept of labor Address: 3315 w Truman Blud JC MU Contact Name: VOM Morris Telephone Number: 572 - 751.9158 Date of Contract: 200 20 11 Length of Contract: 2 yrs **Description of Prior Services (include dates):** Window Cleaning 3 story Prior Services Performed for: Runge centre 2. Company Name: Ruge Nature centre / Dept of Conservation Address: 2901 W. Truman Blud Je Mo Contact Name: Kent Fischer Telephone Number: 573 - 572 - 4115 Date of Contract: March 2012 Length of Contract: 2 yrs **Description of Prior Services (include dates):** Window cleaning 1 story w/ sury Lights Prior Services Performed for: M.F. A 3. Company Name: MFA Oil InC Address: 2 Ray young Orine COL MO Contact Name: Dav:) Telephone Number: 573-876-5599 Date of Contract: Spring 2010 (March) Length of Contract: 0 n soing

Description of Prior Services (include dates):

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
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- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
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- 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine or e-mail will be accepted. U.S. mail only.
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- 13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
- 14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
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Boone County Purchasing

Amy Robbins Senior Buyer



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

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=75bc e2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000047 18190aRCRD

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.

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*.

(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.

Mike Wiser Special Service Manager Atkins Building Services Name and Title of Authorized Representative March / 20/13

Signature

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

County of Boone)ss State of ______O)

My name is Mike Wisch. I am an authorized agent of Atkins Building Services (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.

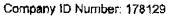
Affiant <u>4/10/13</u> <u>Affiant</u> <u>Date</u> <u>Mike wiser</u> Printed Name

Subscribed and sworn to before me this 10 day of 00ril

DARLENE L. CHASE
Notary Public - Notary Seal
State of Missouri
Commissioned for Boone County
My Commission Expires: November 04, 2016
Commission Number: 12411247

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







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

<u>;</u> . :

Employer TOM ATKINS MAINTENANCE MANAGEMENT

JOHN SCHULTE	
Name (Please Type or Print)	Title
Electronically Signed	01/09/2009
Signature	Date
Department of Homeland Security - Ver	ification Division
USCIS Verification Division	
Name (Please Type or Print)	Titlo
Electronically Signed	01/09/2009
Signature	Date

Page 11 of 13'E-Verify MOU for Employed Revision Date 19/29/08

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Company ID Number: 178129	, ·	
Infor	mation Required for the E-Verify Program	
Information relating to your	Company:	
Company Name:	TOM ATKINS MAINTENANCE MANAGEMENT	
Company Facility Address:	807 JEFFERSON ST	
	JEFFERSON CITY, MO 65101	
Company Atternate		w
Address:		
•		<u>,</u>
County or Parish:	COLE	
Employer Identification Number:	20,2689543	
North American Industry Classification Systems Code:	811	
Parent Company:	TOM ATKINS MAINTENANCE MANAGEMENT, LLC	
Number of Employees:	20 to 99	~
Number of Sites Verified for:		
Are you verifying for more the	an 1 site? If yes, please provide the number of sites	verified for in

Page 12 of 13(E-Verily MOU for Employer Revision Date 10/29/08

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www.cns.guwä-Vsv.fy



Request for Bid (RFB)

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

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

Bid Data Bid Number: 16-22MAR13 Commodity Title: Exterior Window Cleaning Term & Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Day / Date: Time: Location / Mail Address: Directions:	Bid Submission Address and DeadlineFriday, March 22, 20131:30 P.M. (Bids received after this time will be returned unopened)Boone County Purchasing DepartmentBoone County Annex Building613 E. Ash Street, Room 109Columbia, MO 65201The Purchasing office is located on the Southeast corner at 7 th Street and Ash Street. Enter the building from the South side.Wheel chair accessible entrance is available.
Day / Date: Time: Location:	MANDATORY Pre-Bid Conference Friday, March 15, 2013 10:00 A.M. Central Time Boone County Annex Building Conference Room 613 E. Ash Street Columbia, MO 65201
Day / Date: Time: Location / Address:	Bid Opening Address and Deadline Friday, March 22, 2013 1:30 P.M. C.S.T. Boone County Annex Conference Room 613 E. Ash Street Columbia, MO 65201 Bid Contents
1.0:	Introduction and General Conditions of Bidding
2.0:	•
3.0:	Response Presentation and Review
4.0:	Response Form
	Exhibit A-Prior Experience
	Standard Terms and Conditions
	Work Authorization Certification
	Debarment Certification
	"No Bid" Response Form

of Boone Purchasing Department Introduction and General Conditions of Bidding
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 deta
in Section 2.
DEFINITIONS
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 we
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 prepare
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.
Bidder / Contractor / Supplier - These terms refer generally to businesses having some sort
relationship to or with us. The term may apply differently to different classes of entities, as t
context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited
respond, or which express interest in this bid, but which do not submit a response, have
obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interest
of the County. The Contractor will be selected for award, and will enter into a Contract for provisi
of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
Bid - This entire document, including attachments. A Bid may be used to solicit various kinds
information. The kind of information this Bid seeks is indicated by the title appearing at the top
the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation F
Proposal" is used when the County will consider solutions, which may vary significantly from ea
other or from the County's initial expectations.
Response - The written, sealed document submitted according to the Bid instructions.
BID CLARIFICATION - Questions regarding this Bid should be directed in writing, preferably
fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifyi
the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Writt
requirements in the Bid or its Amendments are binding, but any oral communications betwee
County and Bidder are not.
Bidder Responsibility - The Bidder is expected to be thoroughly familiar with all specifications a
requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site
document will not relieve them from any obligation regarding this Bid. By submitting a Respon-
Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
A <u>MANDATORY</u> pre-bid conference has been scheduled for Friday, March 15, 2013 at 10:
a.m. at the Boone County Annex Building Conference Room, 613 E. Ash Street, Columbia, M
65201. The purpose of the meeting will be to visit the locations where service is to be provided a
address any questions or concerns regarding the bid. All bidders <u>MUST</u> attend.
Bid Amendment - If it becomes evident that this Bid must be amended, the Purchasing Departme
will issue a formal written Amendment to all known prospective Bidders. If necessary, a new d
date will be established.
AWARD - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to t
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 be
interest of the County. Thus, the result will not be determined by price alone. The County will
seeking the least costly outcome that meets the County needs as interpreted by the County.
CONTRACT EXECUTION - This Bid and the Contractor's Response will be made part of an
resultant Contract and will be incorporated in the Contract as set forth, verbatim.
Presidence. In the event of contradictions or conflicts between the provisions of the decument

1.5.1. Precedence - In the event of contradictions or conflicts between the provisions of the documents

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comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS -** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

- 2. Primary Specifications
 - 2.1. ITEMS AND/OR SERVICES TO BE PROVIDED Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform Exterior Window Cleaning Services to various properties of Boone County Missouri on an annual and possibly semi-annual basis.
 - 2.2. CONTRACT PERIOD The Term and Supply Contract period shall be from the date awarded through March 31, 2014, but may be automatically renewed for up to an additional four (4) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal 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 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. SERVICE LOCATIONS Services will be provided at the following County sites in Columbia, MO:
 - Boone County Government Center, 801 E. Walnut
 - Courthouse, 705 E. Walnut St.
 - Boone County Annex, 613 East Ash St.

2.6. GENERAL CONDITIONS

- 2.6.1. This contract shall be for Exterior Window Cleaning services as requested by the Facilities Maintenance Department to meet the needs of various departments within Boone County on an "as needed" basis.
- 2.6.2. In the event any provisions of the contract are not fulfilled by Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within ten (10) days after such written notice.
- 2.6.3. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.
- 2.6.4. **Contractor Qualifications and Experience:** The Contractor to whom an Exterior Window Cleaning Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. *Exhibit A Prior Experience* may be used for this purpose.
- 2.6.5. The Contractor must provide evidence that they have been licensed as a Window Cleaning Contractor in the State of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid and must currently be engaged in the business of such work.
- 2.6.5.1. The bidder, at the time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.6.5.2. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the bidder will in no way relieve the bidder from responsibility of compliance with all said laws, ordinances, rules and regulations.
 - 2.7. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.
 - 2.8. Billing & Payment: Invoices must be submitted to Boone County Facility Maintenance for payment at: 613 E. Ash Street, Room 107, Columbia, MO 65201. Payment will be made 30 days after receipt of an accurate invoice.
 - 2.9. Contractor Responsibility / Service Requirements:

- 2.9.1. Work Hours: The contractor shall provide service during normal business hours. Normal business hours are Monday Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in 4.9. The Facilities Maintenance Manager shall coordinate and schedule all cleanings. Contractor shall be required to perform services within 30 days after request and at the rates submitted in their bid response.
- 2.9.2. Equipment/Safety: The contractor shall be responsible for providing safety equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The safety of the contractor's employees and the public is of prime concern to the County, and the contractor must take all necessary steps to ensure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract.
- 2.9.3. Workmanship: Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 2.9.4. **Quality of Work:** Windows shall be washed clean and free of streaks, smears and visible soap residue. Accumulated dirt, paint specks or other foreign debris must be scraped from the windows. Frames shall be scrubbed to remove all dried dirt, insects, debris and other materials so as to be considered clean by Facilities Maintenance Manager.
- 2.9.5. Cleaning: The contractor shall clean the exterior of windows only. Existing window screens must be cleaned and replaced. The contractor shall be responsible for any damages or breakage.
- 2.9.6. The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.
- 2.9.7. Final Inspection and Approval: The Contractor shall request the Facilities Maintenance Manager conduct a site inspection after the project is complete. Final project approval is contingent upon the Facilities Maintenance Manager's final inspection.
- 2.9.8. **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.9.10. Labor quoted shall include all labor and material cost, insurance, overhead, profit, mileage, and be exclusive of taxes.
 - 2.10. **INSURANCE REQUIREMENTS** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 2.10.1. Compensation Insurance Contractor shall take out and maintain during the life of this contract, Employee's Liability and Workers Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

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

2.10.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per

project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

- 2.10.3. Commercial Automobile Liability The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.10.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**. The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.
- 2.10.5. **Proof of Coverage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
 - 2.11. **Indemnity Agreement -** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.
 - 2.12. Bid Clarification Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: arobbins@boonecountymo.org.
 - 2.13. **Designee** Bob Davidson, Manager of Boone County Facilities Maintenance, 613 E. Ash Street, Room 106, Columbia, MO 65201.
 - 2.14. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

County of Boone

3. **Response Presentation and Review**

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



BOONE COUNTY, MISSOURI Request for Bid #: 16-22MAR13 – Exterior Window Cleaning Term & Supply

ADDENDUM #1 - Issued March 15, 2013

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

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

Questions received by the County:

1. Will Contractor be provided access to the roof of the Government Building and Courthouse?

Response by County: Yes, roof access to both buildings will be provided.

2. Will Contractor be responsible for removing any tire markings left on concrete by lifts?

Response by County: Yes.

3. Is the concrete in the Courthouse Plaza heavy duty enough to allow lifts?

Response by County: Yes, lifts will be allowed in the Courthouse Plaza.

4. Is the skylight window in the Courthouse to be included in cleanings?

Response by County: Yes, the Courthouse skylight window is included, however the Courthouse Rotunda window is excluded.

5. Will the County allow access to clean windows outside of normal business hours (7:00 a.m. to 5:00 p.m.) in high pedestrian traffic areas?

Response by County: The County will consider allowing access outside of normal business hours in high pedestrian traffic areas and will stipulate allowable access opportunities at the time of scheduling annual cleanings.

6. Does the County prefer that window cleanings take place at any building prior to another?

Response by County: The County has no preference as to the order of the cleaning locations, however advance notice of cleaning times must be approved by the Facility Maintenance Manager.

7. The Pre-bid Conference Attendee List is attached for informational purposes.

Robbing By: Jones Amy Robbins

Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # 16-22MAR13 – Exterior Window Cleaning Term & Supply receipt of which is hereby acknowledged:

Company Name: Address:	
Phone Number:	Fax Number:
Authorized Representative Signature:	Date:
Authorized Representative Printed Name:	

PRE-BID CONFERENCE SIGN-IN SHEET 16-22MAR13– Exterior Window Cleaning Term & Supply FRIDAY, MARCH 15, 2013 10:00 AM cst

	Representative Name	Business Name	Telephone Number
1.	Amy Robbins	Boone County Purchasing	886-4392
2.	Bob Davidson	Boone County Facility Maintenance	886-4401
3.	JON WELKER	Clean - Tech	416-0132
4.	Eric Summerville	Squeesee Second Schuyler & Lo Shepheil's CO Atterns	\$ 417.522. 9220
5.	Jeff Schungler	Schnyler & Co	5738192191
6.	Joseph Appleton	Shephed's CD	
7.	Cary Theroff	Atkins	573-219-1576 57325-46000
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15.			

Search Results

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Current Search Terms: atkins* building* services* and* products* Inc.*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.821.20130326-0005



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

186 -2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI County of Boone	April Session of the April A	Adjourned	Term. 20 13
In the County Commission of said county, or	the 18th	day of April	20 13

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 City of Columbia Cooperative Term & Supply Contract 73/2012 – Towing Services with I-70 Towing, LLC of Columbia, MO for towing services as the primary contractor for trucks/heavy equipment greater than one ton and as the secondary contractor for light and medium trucks.

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

Done this 18th day of April, 2013.

ATTEST: Wendy S. Noren

Clerk of the County Commission

aniel K. Atwill

Presiding Commissioner

helle UNC.

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

MEMORANDUM

TO:	Boone County Commission
FROM:	Amy Robbins
DATE:	April 15, 2013
RE:	Cooperative Contract: 73/2012 – Towing Services Term & Supply

The Purchasing Office requests permission to utilize the City of Columbia cooperative term and supply contract 73/2012 – Towing Services with I-70 Towing, LLC of Columbia, MO for towing services as the primary contractor for trucks/heavy equipment greater than 1 Ton. We will also use I-70 Towing, LLC as the secondary contractor for light and medium trucks. (We have another contract in place for light/medium towing services with Tiger Towing as the primary contractor.)

This is a Term and Supply contract available to all departments through March 31, 2014.

cc: Contract File Greg Edington Chad Martin Purchasing Committee

PURCHASE AGREEMENT FOR

73/2012 – Towing Services

THIS AGREEMENT dated the 18% day of 4% 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **I-70 Towing, LLC**, herein "Vendor."

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 Towing Services in compliance with all bid specifications and any addendum issued for the City of Columbia Contract 73/2012, Boone County Standard Terms and Conditions, Boone County Insurance Requirements, and Work Authorization Certification. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the City of Columbia Contract 73/2012 and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. *Purchase* - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with towing services. The County has a contract in place for small and medium trucks with a different provider as the primary contractor and may use I-70 Towing for small and medium trucks as a secondary contractor. This contract will be used primarily for greater than 1 ton trucks/heavy equipment. Pricing for towing services is detailed within the City of Columbia's contract.

3. Contract Term - This agreement shall commence on the date written above and extend through March 31, 2014 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 for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

4. *Billing and Payment* - All billing shall be invoiced to the using department which may include the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202 and Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201. Billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt. 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 Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

6. *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.

I-70 TOWING, LLC

Manuar

APPROVED AS TO FORM:

County Counsel

by: Boone County Commission Atwill, Presiding Commissioner

BOONE COUNTY, MISSOURI

ATTEST:

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

County-Wide Term & Supply une Pitchford by jg 04/17/2013 No Encomponence Required Date Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

shall govern.

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16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

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Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a

description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of . Boone from its own negligence.



3/8/13 NOTIFICATION OF CONTRACT RENEWAL

CITY OF COLUMBIA CONTRACT 73/2012

CONTRACT PERIOD: April 1, 2013 through March 31, 2014

The City of Columbia has renewed the above contract with your firm with no price increase, for one additional year. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT	RENEWAL	CONTRACT	VENDOR	VENDOR
NUMBER	TERM	YEAR	NUMBER	NAME/ADDRESS/PHONE
73/2012	4/01/13 – 3/31/14	2 of 5	13008	I-70 Towing P.O. Box 30665 Columbia, MO 65205 Attn: John Berghager Phone: 573-449-3336 Fax: 573-449-1164

Contract Description: Towing Services - Term & Supply

Price: See Attached

Terms: Net 30 days

Notes from Procurement Officer: Primary for Greater than 1 ton tows Secondary for all other items

Sincerely,

Melinda Pope, Procurement Officer City of Columbia Purchasing Division (573) 874-7375

cc: Darrell Anderson, Leigh Britt, Eric Evans, Marjorie Finlay, Aaron Ray, Lisa Roland, Boone County

REQUEST FOR QUOTATION #73/2012

-70 T	owing	UOM	Year 1	Year 2	Year 3	Year 4	Year 5
				Tear 2	tear 5	Tear 4	Tears
	Towing of sity owned ushieles						
	Towing of city-owned vehicles 3/4 Ton or less standard tow, tow	PKG		· · ·			•.
	anywhere w/in 15 mile radius of city					ĺ	
	limits	EA	\$40.00	\$40.00			
	1 Ton Standard tow, tow anywhere w/in 15 mile radius of city limits	EA	\$50.00	\$50.00			
_	Greater than 1 Ton Standard Tow,	EA	\$50.00	\$50.00		·	
	tow anywhere w/in 15 mile radius of						
	city limits	EA	\$165.00	\$165.00			
	Flat tire repair/change, per						1
	occurance (associated with towing	F a	* • 5 ••	005.00			
1.4	service)	EA	\$35.00	\$35.00			<u> </u>
	Jump Start, per occurance						
	(associated with towing service)	EA	\$30.00	\$30.00			
T							
	Pull Axle (associate with towing		#0.00 ¹	60.00			
.6 5	service)	EA	\$0.00	\$0.00			
F	Pull Drive Shaft (associate with			[ļ		
	owing service)	EA	\$0.00	\$0.00			
	Extra man, labor (associate with	F A	#20.00	# 20.00			
	owing service) Flat tire repair/change, per	EA	\$30.00	\$30.00			<u></u>
	occurance (not associated with	Í	Ì				
	owing service) at garage	EA	\$30.00	\$30.00			
	Flat tire repair/change, per						
	occurance (not associated with	[*FF • •				
3 ta	owing service) not at garage	EA	\$55 <u>.00</u>	\$55.00			
1 т	owing for Environmental Health	PKG					
		1					
	/4 Ton or less standard tow - no	_		A / - A /			
1 0	bstacles	EA	\$45.00	\$45.00		<u></u>	
1	Ton vehicle tow, per occurance -						
	o obstacles	EA	\$50.00	\$50.00			
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	Breater than 1 Ton Standard Tow -	– ,	A 175 00	A A B A B A B A B A B A B A B A B A B A B			
<u>3 n</u>	o obs <u>tacles</u>	EA	\$175.00	\$175.00			
3/	/4 Ton or less vehicle tow, per						
	ccurance - obstacles involved	EA	\$75.00	\$75.00			
1							
	Ton vehicle tow, per occurance -						
5 lot	ostacles involved	EA	\$75.00	\$75.00			

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REQUEST FOR QUOTATION #73/2012

Towing Services

Towin	g Services						
	owing						
		UOM	Year 1	Year 2	Year 3	Year 4	Year 5
	Greater than 1 Ton tow, per] [ŕ	
46	occurance - obstacles involved	EA	\$185.00	\$185.00			
	For wrecks or other special recovery		φ100.00	\$105.00			
ſ	efforts, additonal wrecker 15min						
	increments above std rates	PKG					
Ť							
	Small- provide pricing for 15 min	1/4					
	increments above std rates	Hour	\$30.00	\$30.00			
					- 1		
	Medium- provide pricing for 15 min	1/4		[]			
5.2 i	increments above std rates	Hour	\$40.00	\$40.00			
	Heavy- Provide pricing for 15 min	1/4					
	ncrements above std rates	Hour	\$50.00	\$50.00			
	Small- mileage to deliver or pick up						
	vehicle outside specified range of 15	per					
_	miles outside city limits	mile	\$3.00	\$3.00			
	Medium- mileage to deliver or pick						
	up vehicle outside specified range of	per	6 0 F0	60 50			
	15 miles outside city limits	mile	\$3.50	\$3.50			
	Heavy- Mileage to deliver or pick up		Í				
	vehicle outside specified range of 15 niles outside city limits	per mile	\$4.00	\$4.00			
	Small- Winch service, in addition to	111110	· · · · · · ·	<u></u> #4.00			
	ow charge, per 15 minute	1/4		Í			
	ncrements at recovery site	Hour	\$30.00	\$30.00			
	Aedium- Winch service, in addition						i
	o tow charge, per 15 minute	1/4					
	ncrements at recovery site	Hour	\$30.00	\$30.00			
	leavy- Winch service, in addition to						
	ow charge, per 15 minute	1/4				Í	
	crements at recovery site	Hour	\$45.00	\$45.00			

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

County of Boone) State of Missauri

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My name is Jorh Berghage ... I am an authorized agent of $\underline{T-70}$. Towing ______(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 hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.4, shall not thereafter be in violation and submit a sworn affidavir under penalty of perjury that all employees are knyfully-present in the United States.

2012

Notary Public

3-7-13 Date, Printed Name

Subscribed and sworn to before me this 7 day of Mageh

SHERI BROWN Notary Public - Notary Seal ate of Missour **Commissioned for Boone County** My Commission Expires: March 22, 2016 Commission Number: 12504590

An Affirmative Action/Equal Opportunity Institution

Search Results

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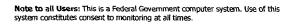
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THIS CERTIFICATE IS ISSUED AS A MAT CERTIFICATE DOES NOT AFFIRMATIVEL, BELOW. THIS CERTIFICATE OF INSURA REPRESENTATIVE OR PRODUCER, AND	Y DR ANCE	NEC DOE	BATIVELY AMEND, EXTEND 8 Not constitute a co	OR	LTER THE (OVERAGE A	FFORDED BY TH	E POLICIES	
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PRODUCER				CONTA NAME:	er				
AUSTIN INSURANCE				PHONE	Ext): (270)444-68	18) 444-680
2109 Broadway Paducah, KY 42001				E-MAIL ADDRE	ss; austi	insCho	otmail.com	1	
Paddcan, Ki 42001						URER(S) AFFORD			NAICE
NEURED T-70 TOWING T.T.C.						TORIAN :	INSURANCE	COMPANY	37527
NSURED 1-70 TOWING, LLC				INSUR					
1307 GRAND AVE				INSURE		<u> </u>			
COLUMBIA, MO. 652	03			INSURE					— ——
573-449-3336				INSURE					
COVERAGES CER	TIFIC	ATE	NUMBER:				REVISION NUM	IBER;	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY REC CERTIFICATE MAY BE ISSUED OR MAY F EXCLUSIONS AND CONDITIONS OF SUCH P	2UIREI PERTA	MEN' IN, 1	r, term or condition of the insurance afforded	ANY C	ONTRACT OF	OTHER DOC DESCRIBED	UMENT WITH RES	SPECT TO WH	ICH THIS
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ATTN:MELINDA BOB FAX:573-886-4390		T.				,	Kar	Annt	The second
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CORD 25 (2010/05)	The	ə AC	ORD name and logo are a	egister	ed marks of .	ACORD			

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187-2013 **CERTIFIED COPY OF ORDER** April Session of the April Adjourned Term. 20 13 STATE OF MISSOURI ea. **County of Boone** 18th day of April 13 20 In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve the placement of "No Parking Here to Corner" signs on N. Wyatt Lane as shown in the attached aerial view.

Done this 18th day of April, 2013

ATTEST:

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

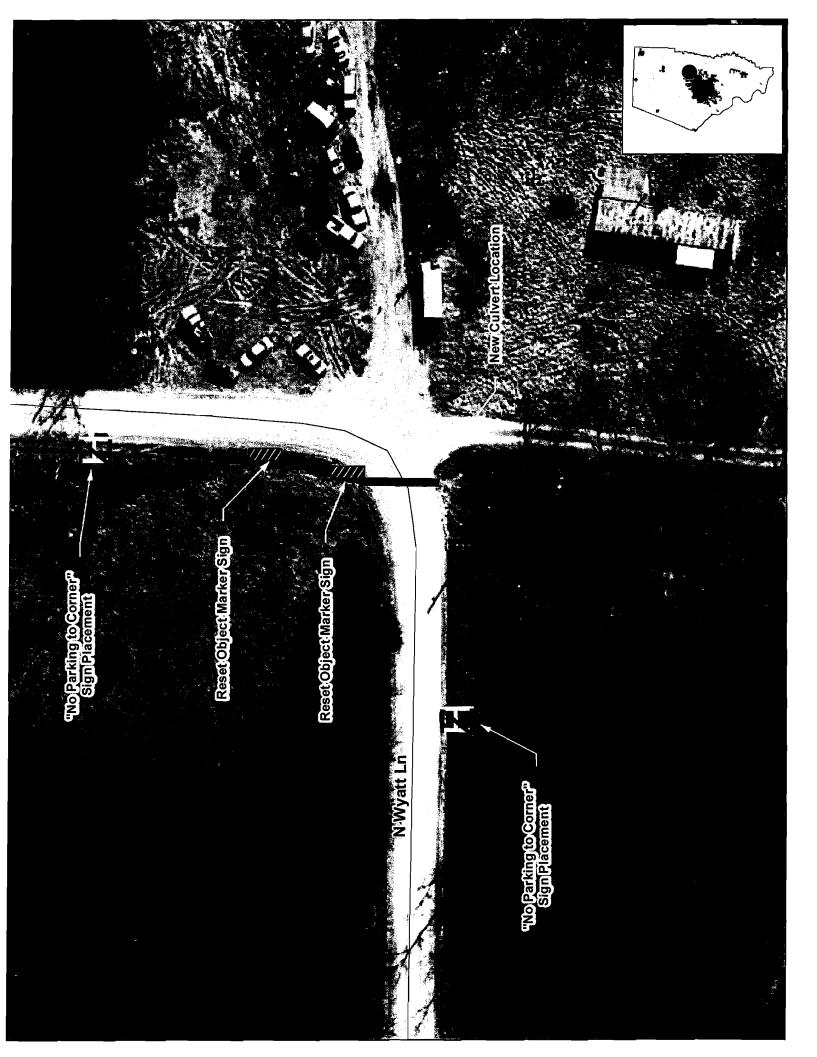
Atwill

Daniel K. Atwill Presiding Commissioner

helle',

Karen M. Miller District I Commissioner

Jarlet M. Thompson District II Commissioner



Boone County Work Request

Request #: 7242 Assoc. WO #: 9682	Entry Date: 4/5/2013 9:45:58 AM Entered By: CClendenning
Caller Information:	Issue Information:
First Name:	Issue: Signs
Last Name: Phone #: Mobile #:	Type: Supervisor: Chet Dunn Address #:
Email Address: Address #: Citizen Route: WYATTLN Contact Requested: No	Route: WYATT LN Route Ahead: PALMER RD Route Back: Surface Type:
Is Internal: Yes Requestor: Resource Management Close Date:	Work Request Details Install/reset signs on Wyatt Ln after
Supervisor: Check where applies:	Culvert 5756 is replaced "No Parking to Corner" to be placed approximately 100' west of this
 Will NOT be completed. Explain below For Road File E-mail: Pwrecords@boonecountymo.org 	location
Comments:	

Work Request Maintenance Information

Labor:		<u>Equipment:</u>		<u>Materials:</u>	
<u>Name:</u>	<u>Hours:</u>	Type:	<u>Hours:</u>	Type:	Quantity
<u> </u>					
			<u> </u>		
					_

188 -2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	-	April Session of the April Adjourned			
County of Boone	ea.				
In the County Commission o	f said county, on the	18th	day of April	20	13

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

Now on this day the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Gregory Grupe	Children's Services Board	April 18, 2013 through April 18, 2016
Michele Kennett	Children's Services Board	April 18, 2013 through April 18, 2016
Les Wagner	Children's Services Board	April 18, 2013 through April 18, 2016
Bruce Horwitz	Children's Services Board	April 18, 2013 through April 18, 2015
Kathy Thornburg	Children's Services Board	April 18, 2013 through April 18, 2015
Jennifer Walker	Children's Services Board	April 18, 2013 through April 18, 2015
Suzette M. Forbis	Children's Services Board	April 18, 2013 through April 18, 2014
Nancy McKerrow	Children's Services Board	April 18, 2013 through April 18, 2014
Dewey Riehn	Children's Services Board	April 18, 2013 through April 18, 2014

Done this 18th day of April, 2013.

ATTEST:

Wendy S. Noren We Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

hlle MIL

Karen M. Miller District I Commissioner

nerMA

Janet M. Thompson District II Commissioner

Application for Appointment to Boone County Children's Services Board

The Boone County Children's Services Board was established in 2013 with the passage of a special sales tax levy in November, 2012. The Board, in partnership with the Boone County Commission, is charged with making Boone County a better and healthier community through the provision of services to protect the well-being and safety of children under the age of nineteen (19) and their families. The Board's goal is to maximize positive outcomes in a transparent, accountable fashion in recognition of the fact that the taxpayers of Boone County are an important stakeholder and beneficiary of this program. The Board's partnership with the Boone County Commission allows it to benefit from the ability to hire dedicated, professional staff with competitive salary and benefits packages into a professional environment with supports that include facilities maintenance, purchasing, human resources, legal, auditing, and other organizational supports and synergies that stem from being integrated into Boone County government as a County department. This partnership also allows the Boone County taxpayers to benefit from a coordination of social service spending at the County level in order to avoid duplication of effort, ensure efficient spending of public resources, and increase transparency. Finally, being part of County government allows the Children's Services sales tax proceeds to retain its character as "local tax dollars," allowing for the pursuit of matching federal dollars through various federal programs administered through the State Department of Mental Health, State Department of Social Services, and other federal matching programs.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board and the conflict of interest policies promulgated by the County Commission and the Board. As appointees of a statutorily created Board with powers to direct the expenditure of public funds, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the Children's Services Board or the Boone County taxpayer. Certain types of conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPL	ACATION	
Name: Grupe	Gregory	Α.
Last	First	Middle Initial
Home Address: 4012 Quinton Cou	ırt	
_{City:} Columbia	Zi	ip: <u>65202</u>
Employment Address: Self-employed	as consultant	at home address
City:		ip:
At which address would you prefer to be contac		ome Business

ADDI TO ATTON

Email Address (where you wish to be contacted):	ggrupevolun	teer@gmail.com
Home Phone:	573.999.0438	Business Phone:	

Section 210.861 RSMo requires board members be residents of Boone County. Are you a Boone County resident and how long have you lived in Boone County? 37 Years ______Years ______Years ______Years ______Years ______Years _____Years ______Years _______Years ______Years _______Years _______Years ______Years _______Years ______Years _______Years ______Years ______Years _______Years ______Years ______Years _______Years ______Years _______Years _______YAARS ______YAARS ______YAARS _______YAARS _______YAARS ______YAARS _______YAARS ______YAARS _______YAARS ______YAARS ______YAARS ______YAARS _______YAARS _______YAARS _______YAARS ______YAARS ______YAARS ______YAARS ______YAARS _______YAARS _______YAARS _______YAARS ______YAARS _______YAARS _______YAARS ________YAARS ______XAARS _______XAARS _______YAARS _______XAARS ________

Yes

No

Are you a registered voter? _

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

Mo Council of the Social Studies mid 1980s

HMUW, 2008-2013

What other professional, civic or community endeavors are you currently involved in?

HMUW Community Impact Committee, 2011-present

HMUW Allocations 1993-2011

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

No

Have you ever volunteered with or been employed by an agency that may provide services to eligible service recipients of the Children's Services Fund (examples include the following services provided to one under the age of 19 or their families: outpatient chemical dependency or psychiatry treatment services, counseling services, or other services as a result of being abused, neglected, runaway, homeless, or emotional disturbance, or services to an unwed mother)? If so, please list the Agency, a description of the services provided by the Agency, the time frames of your involvement, and contact person and contact information for said Agency.

As CPS administrator, I worked with a number of agencies that may provide services that the Children's

Services Funds may purchase in coming years. I am well acquainted with the current mix of services available

to children/families from work with HMUW. During Allocation with HMWU, I learned about existing agencies and about gaps in services

Section 210.861, Revised Statutes of Missouri, prohibits membership on the board by certain persons, including current County Commissioners, those having any financial interest in any agency

receiving funds from the Children's Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children's Services funds, prohibits membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, "affiliated organizations" are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children's Services Fund. [For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists and to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? If yes, please explain.

NA. My United Way Band board service will end in 2013 as I am term-limited out. My daughter and wife are current CPS employees and I can

foresee situations where the school district might apply to be contract provider. I do not believe this is a conflict.

Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I have enjoyed my twenty years of service in allocations with HMUW. Since my board term is ending, i am looking for another service

opportunity. As a former school administrator - and a community volunteer - I have significant career as well as volunteer expertise to offer.

Are you or any family member now or have you or a related family member ever been employed by Boone County? If so, please give dates of employment, the position held, and describe if the position had any responsibilities or duties regarding the Boone County Children's Services Fund.

NA

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Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Fund? If so, identify the interest and the relationship.

NA

Have you ever been arrested, charged, or convicted of any fe If yes, please explain.	lony?		Yes	\checkmark	_No
Have you ever been disciplined, cited, or sanctioned for a bre conduct by, or been the subject of a complaint to any court, a association, disciplinary committee, or other professional gro If yes, please explain.	administra	itive ager	icy, profe	essional	No
Have you ever been the subject of a substantiated allegation of a substantiated allegatided allegation of a substantiated alle	of abuse, r	neglect, o	r miscon Yes _	iduct by	any No
Are your Boone County taxes paid in full to date?	✓	 Yes		No	 >

If "No", please explain.

References:

Tim Rich	HMUW Board/Executive Committee	HMUW, Inc. 1700 East Pointe Drive Columbia, MO 65201 (573) 443-4523	6
Name	Nature of Relationship	Contact Information	Years Known
Teresa Maledy	HMUW Board/Executive Committee	Commerce Bank 901 East Broadway Columbia (573) 886-5650	6
Name	Nature of Relationship	Contact Information	Years Known

By my signature, I agree to comply fully with board policies, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone

Country Commission. Si

01/26/13

Date

Application for Appointment to Boone County Children's Services Board

The Boone County Children's Services Board was established in 2013 with the passage of a special sales tax levy in November, 2012. The Board, in partnership with the Boone County Commission, is charged with making Boone County a better and healthier community through the provision of services to protect the well-being and safety of children under the age of nineteen (19) and their families. The Board's goal is to maximize positive outcomes in a transparent, accountable fashion in recognition of the fact that the taxpayers of Boone County are an important stakeholder and beneficiary of this program. The Board's partnership with the Boone County Commission allows it to benefit from the ability to hire dedicated, professional staff with competitive salary and benefits packages into a professional environment with supports that include facilities maintenance. purchasing, human resources, legal, auditing, and other organizational supports and synergies that stem from being integrated into Boone County government as a County department. This partnership also allows the Boone County taxpayers to benefit from a coordination of social service spending at the County level in order to avoid duplication of effort, ensure efficient spending of public resources, and increase transparency. Finally, being part of County government allows the Children's Services sales tax proceeds to retain its character as "local tax dollars," allowing for the pursuit of matching federal dollars through various federal programs administered through the State Department of Mental Health, State Department of Social Services, and other federal matching programs.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board and the conflict of interest policies promulgated by the County Commission and the Board. As appointees of a statutorily created Board with powers to direct the expenditure of public funds, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the Children's Services Board or the Boone County taxpayer. Certain types of conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPLICATION

Name	e: <u>Kennett</u>	Miche	ele		
	Last		First	Middle In	itial
Hom	e Address:	4614 Copperstone Ct			
City:	<u>Columbia,</u>	MO		Zip: <u>_65203</u>	
Empl	loyment Ad	dress: Dc074 University of Miss	ouri		
City:	<u>Columbia ,</u>	MO		Zip: <u>_65212</u>	
At wi	nich address	would you prefer to be contact	ed: x	Home	Business

Email Address	(where you wish to be c	ontacted): <u>kennettm@usa.net</u>
Home Phone:	573-443-5150	Business Phone: <u>573-882-3182</u>
	t and how long have you	nembers be residents of Boone County. Are you a Boone a lived in Boone County? <u>29</u> Years
Are you a regist	ered voter? x	Yes No
Have you previ service.	ously served as a membe	er of a board? If yes, identify the board and the dates of
B <u>oone County N</u>	<u> 1ental Health Board of</u>	Trustees_2002-2012
Boone County B	oard of Health 2001	
·		unity endeavors are you currently involved in?
•	e you previously held an e(s)? If so, please list da	y local, state or federal government positions, appointments tes and positions held.
<u>No</u>		
service recipient one under the a	ts of the Children's Serv ige of 19 or their families	n employed by an agency that may provide services to eligible ices Fund (examples include the following services provided to s: outpatient chemical dependency or psychiatry treatment ervices as a result of being abused, neglected, runaway,

homeless, or emotional disturbance, or services to an unwed mother)? If so, please list the Agency, a description of the services provided by the Agency, the time frames of your involvement, and contact person and contact information for said Agency.

<u>Family Health Center- 2000-2007 Gloria Crull 214-2314</u>, provide medical dental and mental health services to the community despite ability to pay

Section 210.861, Revised Statutes of Missouri, prohibits membership on the board by certain persons, including current County Commissioners, those having any financial interest in any agency

receiving funds from the Children's Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children's Services funds, prohibits membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, "affiliated organizations" are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children's Services Fund. [For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists and to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? If yes, please explain.

NO

Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I was involved with the Board of Mental Health for many years and have an appreciation for the issues that face the community regarding mental health issues. I then became involved with the Putting Kids First . I

don't believe that because the tax is passed the work is done. I feel very strongly that this can be very successful for Boone County, that we can set up something that the citizens whether they supported or not can be proud of. A system that is transparent and accountable to the hard working people that got the tax passed and those who voted for it. I believe I have a skill set and knowledge that would be useful at the

table at this phase of board development and establishment of this project.

Are you or any family member now or have you or a related family member ever been employed by Boone County? If so, please give dates of employment, the position held, and describe if the position had any responsibilities or duties regarding the Boone County Children's Services Fund.

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Fund? If so, identify the interest and the relationship.

Have you ever been arrested, charged, or convicted of any felony? _____ Yes X No

NO

If yes, please explain.

NO

Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? _____Yes X_____No If yes, please explain.

Have you ever been the subject of a substantiated allegation of abuse, neglect, or misconduct by any agency that involves care to others or abuse of others? _____Yes _X No If yes, please explain.

Are your Boone County taxes paid in full to date? X_____Yes _____No

If "No", please explain.

References	:		
Shelter Insura 1817 West Bri Columbia, MC Phone: 573-22 Fax: 573-446-2	t of Public Affairs nce Company oadway) 65218 14-4324		
	Personal/p	rofessional	20
Name	Nature of Relationship	Contact Information	Years Known
Marilyn Gae	eth personal/pro	fessional 449-7319	20
Name	Nature of Relationship	Contact Information	Years Known

By my signature, I agree to comply fully with board policies, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone County Commission.

Michiele Komett

Signature

1/25/2013

Date

MICHELE R. KENNETT

190C Galena Hall <u>DC074.00</u> 905 Hitt St. Columbia, MO 65201 Health Science: 573-882-3182 Fax: 573-884-4401 Campus: 573-884-6512

LICENSES & CERTIFICATIONS

MO Bar No. 48923 RN License No. 110895 CIP Certification 2007/2010

PUBLICATION

Michele Kennett, HIPAA Guidance Manual, MSMA (2002).
Michele Kennett, Trip to HIPAA Compliance, 99 MISSOURI MEDICINE 2,72 (2002).
Michele Kennett, Now is the Time for HIPAA Compliance, 98 MISSOURI MEDICINE 11, 499 (2001).
Michele R. Kennett. Domestic Vidence. 2 JONA'S HEALTHCARE LAW, ETHICS, AND
REGULATION 73, 93 (2000).

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EDUCATION

Saint Louis University School of Law, St. Louis, MO Master of Laws (LL.M), Health Law, May 2001 University of Missouri-Columbia School of Law, Columbia, MO Juris Doctorate, May 1999

University of Missouri-Columbia, Columbia, MO

Master of Science in Nursing, May 1993

Bachelor of Science in Nursing, December 1987

EXPERIENCE

AAHRPP Site Visitor

Site visitors evaluate the Human Research Protection Program's performance with respect to the AAHRPP Accreditation Standards. AAHRPP site visitors review applications of institutions seeking AAHRPP accreditation and conduct a comprehensive peer-review assessment, which includes an on-site evaluation.

University of Missouri-Columbia, Columbia, MO Director-Human Subjects Protections

Administrator for Campus and Health Science Institutional Review Boards (IRBs), ensuring regulatory compliance in the conduct of research and compliance with applicable federal, state and institutional requirements. Responsibilities include:

• Oversight responsibilities for the University Human Protection Program, administers the Campus (nonmedical) and Health Science (medical) IRBs.

2010-Present

November 2009-Present

Represented individuals in issues of domestic law under the supervision of clinic faculty	
Circuit Court of Boone County , Judge Ellen Roper, Columbia, MO <i>Judicial Clerkship Summer Externship Program</i> , University of Missouri School of Law	Summer 1997
Participated in a summer program observing court procedure, researching issues for the court and	d writing.
Midwest Bioethics Center, Kansas City, MO Summer Internship	Summer 1996
Worked with members of the Center in developing new programs in bioethics education. Particip in forum discussions and ethics committee meetings. Became acquainted with bioethical issues both locally and on a national level.	ated
St. Mary's Health Center, Jefferson City, MO <i>Staff Nurse, ICU</i>	1993-1999
Performed total patient care in an eighteen bed combined medical-surgical intensive care unit.	
Patients included open heart and trauma patients. Taught Critical Care Classes and Advanced Car	rdiac Life Support.
University of Missouri-Columbia, Internal Medicine Dept., Columbia, MO	1994-1996
Research Nurse	
Reviewed, coordinated, and implemented research protocols. Worked independently with physics research subjects, hospital staff, and study sponsors.	
 Responsible for proper conduct of study according to sponsor guidelines and regulatory in Responsible or reporting adverse events, drug/device accountability, Case Report Form management. 	
Boone Hospital Center, Columbia, MO	1992-1993
A ssistant Director, Medical Intensive Care Unit	
Supervised a twelve-bed intensive care unit. Scheduled staff, implemented continuous quality improvement and resolved unit conflicts.	
Participated on various hospital committees, including restraint proper task force, ICU family committee, and secretary of the hospital bioethics committee.	
Boone Hospital Center, Columbia, MO	1989-1992
Staff Nurse, Medical Intensive Care Unit	
Performed total patient care, and handled unit shift supervision. Facilitated care conferences a Represented the unit on hospital wide nursing committees.	nd in-services.
Option Home Health Care, Columbia, MO	1990-1994
Staff Nurse	
Developed plans of care and organized in-home patient visits. Implemented assessment nursing care in the home, in a per visit and a private duty capacity.	and skilled

University of Missouri Hospitals and Clinics, Columbia, MO

Staff Nurse, Neurosurgical Intensive Care Unit

Performed total patient care for medical and surgical patients with neurologic healthcare needs.

1987-1989

PRESENTATIONS

Massachusetts Society for Medical Reseach: Presenter "The Three I's Harmoniza	tion" May 2012
Conference	
AAHRPP 2012 Conference: Presenter Researcher and Organizational Liability	related to Research
Involving Vulnerable Participants	April 2012
Columbia College Student Leaders- Parliamentary Procedure/Meeting Protocol	September 2009
Boone County Medical Society-Health Literacy	2006
Boone Hospital Center	March 4, 2003
Boone County Dental Society	February 19, 2003
Buchanan County Medical Society/ Heartland Healthcare-HIPAA	February 13, 2003
MO Chamber of Commerce-HIPAA-Jefferson City, MO	December 3, 2002
Joplin Surgical Assoc./St. John's Hospital-HIPAA	November 20, 2002
Audrain Medical Center Medical Staff-HIPAA Introduction-Mexico, MO	October 8, 2002
Part B News, HIPAA 101-St.Louis, MO	September 27, 2002
MO State Medical Assoc. Alliance, HIPAA & Compliance Issues-Columbia, MO	June 25, 2002
IPA, HIPAA Compliance for Physician Office Practices-Columbia, MO	April 3, 2002
Keynote, MSMA Annual Convention, HIPAA Compliance-St. Louis, MO	March 22, 2002

Application for Appointment to Boone County Children's Services Board

The Boone County Children's Services Board was established in 2013 with the passage of a special sales tax levy in November, 2012. The Board, in partnership with the Boone County Commission, is charged with making Boone County a better and healthier community through the provision of services to protect the well-being and safety of children under the age of nineteen (19) and their families. The Board's goal is to maximize positive outcomes in a transparent, accountable fashion in recognition of the fact that the taxpayers of Boone County are an important stakeholder and beneficiary of this program. The Board's partnership with the Boone County Commission allows it to benefit from the ability to hire dedicated, professional staff with competitive salary and benefits packages into a professional environment with supports that include facilities maintenance, purchasing, human resources, legal, auditing, and other organizational supports and synergies that stem from being integrated into Boone County government as a County department. This partnership also allows the Boone County taxpayers to benefit from a coordination of social service spending at the County level in order to avoid duplication of effort, ensure efficient spending of public resources, and increase transparency. Finally, being part of County government allows the Children's Services sales tax proceeds to retain its character as "local tax dollars," allowing for the pursuit of matching federal dollars through various federal programs administered through the State Department of Mental Health, State Department of Social Services, and other federal matching programs.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board and the conflict of interest policies promulgated by the County Commission and the Board. As appointees of a statutorily created Board with powers to direct the expenditure of public funds, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the Children's Services Board or the Boone County taxpayer. Certain types of conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPLICATION

Name: Wagner,	Les		<u>M</u>
Last	First		Middle Initial
Home Address 705 South Greenwood			
City: <u>Columbia</u> Zip: <u>65203</u>			
Employment Address: <u>29 South 9th Street #211</u>			
City: <u>Columbia</u>		Zip: <u>65201</u>	

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

<u>Please see attached resume.</u>

What other professional, civic or community endeavors are you currently involved in?

Elks Club, numerous civic fundraisers, Friends of Boone County Family Resources

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

Please see attached resume _____

Have you ever volunteered with or been employed by an agency that may provide services to eligible service recipients of the Children's Services Fund (examples include the following services provided to one under the age of 19 or their families: outpatient chemical dependency or psychiatry treatment services, counseling services, or other services as a result of being abused, neglected, runaway, homeless, or emotional disturbance, or services to an unwed mother)? If so, please list the Agency, a description of the services provided by the Agency, the time frames of your involvement, and contact person and contact information for said Agency.

no

Section 210.861, Revised Statutes of Missouri, prohibits membership on the board by certain persons, including current County Commissioners, those having any financial interest in any agency receiving funds from the Children's Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children's Services funds, prohibits membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, "affiliated organizations" are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children's Services Fund. [For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists <u>and</u> to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? If yes, please explain.

no

Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

Explain briefly why you are seeking this position and identify any special qualifications you have for

this position.

<u>I believe I have experience, knowledge and skills which will help the newly created fund become well-</u> organized, accountable and effective. It is a great opportunity to help my home county.

Are you or any family member now or have you or a related family member ever been employed by Boone County? If so, please give dates of employment, the position held, and describe if the position had any responsibilities or duties regarding the Boone County Children's Services Fund.

My mother was Civil Defense Director in the 1960's. I was a juvenile officer in the 1970's.

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Fund? If so, identify the interest and the relationship.

Have you ever been arrested, charged, or convicted of any felony? _____ Yes ____ Yes ____ No If yes, please explain.

Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? _____ Yes ____ No If yes, please explain.

Have you ever been the subject of a substantiated allegation of abuse, neglect, or misconduct by any agency that involves care to others or abuse of others? _____Yes ____Yes ____No If yes, please explain.

Are your Boone County taxes paid in full to date?	X	_Yes_	No

If "No", please explain.	If	"No"	,	please	expl	lain.
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References:

_Roger Wilson	<u> </u>	<u>573/474-2308</u>	45+
Name		Contact Information	Years Known
_Pat Lensmeyer	Friend	573/886-4289	25+
Name	Nature of Relationship	Contact Information	Years Known

By my signature, I agree to comply fully with board policies, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone

County Commission. Signature

25/13

LES McLEAN WAGNER 705 South Greenwood Columbia, MO 65203 (573) 442-5599

EMPLOYMENT BACKGROUND

- 07/12 Present Executive Director, Missouri Association of County Developmental Disabilities Services, Columbia, Missouri.
- 10/79-07/12 Executive Director, Boone County Family Resources, Columbia, Missouri. Currently employed as chief administrative officer with accountability to Board of Directors appointed by County Commission. The agency, as a county entity operating as an affiliated community service provider of the Missouri Department of Mental Health's (DMH) Division of Developmental Disabilities, provides a comprehensive array of services for developmentally disabled persons eligible for services under the county and state statutes. Individually planned services are jointly funded by county property taxes, DMH general revenue purchase of services, Federal Medicaid and Home and Community Based Waiver funding, insurance and Part H of the First Steps program. The agency serves over 1,300 persons annually, employs approximately 120 regularly scheduled staff, and collaborates with a network of over 200 community service providers and professionals.
- 04/79-10/79 Executive Director, Jefferson County Commission for the Handicapped, Hillsboro, Missouri. Chief administrative officer with accountability to nine member board appointed by County Court. Responsibilities included: Comprehensive design, establishment, administration of services for developmentally disabled citizens of Jefferson County. Service continuum included recreation program, and sheltered workshop and developmental training center.
- 04/77 03/79 Executive Director, Boone County Group Homes, Columbia, Missouri.
- 10/74 04/77 Director, Monroe Home, Columbia, Missouri. Employed as administrator of a short term residential treatment facility and intensive after-care program, serving sixteen-eighteen juvenile offenders and their families. Responsibilities included: Grant preparation and management, personnel administration, program planning and evaluation, community relations, and fund raising.
- 01/74 09/74 Director, NYPUM Program (National Youth Project Using Minibikes), Butterfield Youth Services, Columbia, Missouri. Designed, implemented, supervised a minibike group behavior modification program and child management systems for adolescent boys and girls. Responsibilities included: casework, family counseling, budget planning and preparation, publicity and fund raising, program planning and evaluation.

EDUCATION

1973	Lincoln University - Jefferson City, Missouri, B.A. Psychology,
1965 - 1967	University of Missouri - Columbia, Missouri
1965	Graduate - Hickman High School, Columbia, Missouri

MILITARY SERVICE

10/67 - 09/73 Missouri National Guard - Battalion Medical Instructor - Awarded Outstanding Achievement Medal - 1973

CURRENT MEMBERSHIPS AND APPOINTMENTS

1979 - Present	Member of the Missouri Association for County Developmental Disabilities Services (MACDDS). President for the year 2012.
2000 - Present	Member of Department of Mental Health's Provider Management Advisory Team
2006 - 2012	Member of advisory committee to Boone County Commission on issuance of Chapter 100 Revenue Bonds
2007	Member of the Recommendation 24 Stakeholder Committee. The Committee comprised of key stakeholders with the Department of Mental Health's Division of MR/DD evaluated the feasibility of public private partnerships to deliver case management services, determine eligibility, manage local wait lists, and provide and/or contract for a system of programs and services in their local areas. Report presented to Mental Health Task Force May 2007.
2008	Appointed by Governor of Missouri to the Comprehensive Entry Point Subcommittee. The Subcommittee is devoted to advising the Department of Health and Senior Services on the development of a comprehensive entry point system for long term care.
2009 - 2011	Member of the Steering Committee for the Missouri Coalition for Developmental Disabilities.
2010 - 2012	Representative on the Tax Increment Financing Commission (TIF) for the City of Columbia; representing the Columbia Public Library, the Special Business District, and Boone County Family Resources. The TIF commission serves as an advisory board to the City Council as it relates to the consideration of tax increment financing proposals.

PREVIOUS DISTINCTIONS AND AWARDS

2012	Recipient of the Marie Kovar Award from the Boone County Family Resources Board of Directors, "One who made a difference in the lives of people with developmental disabilities"
2011	President-elect, Missouri Association of County Developmental Disabilities Services
2008	Co-Authored "2008 Campaign for Excellence: A Medicaid Waiver Research Paper and Recommendations"; published by MACDDS with funding form the Missouri Foundation for Health.
2005 2009	Member of the Advisory Council for Thompson Center for Autism and Neurodevelopmental Disorders
2005	Agency awarded "Agency of the Year" by People First of Missouri
2003	Recipient of the Monsignor Behrman Lifetime Achievement Award from the Missouri Chapter of American Association for Mental Retardation
2002 - 2006	Appointed by the Governor to the Missouri Department of Insurance's Consumer Advisory Commission
1997 -2003	Charter member of City of Columbia Disability Commission
1997	Recipient of Missouri House of Representatives Recognition
1997	Recipient of the Elks Lodge 594 "Distinguished Citizen" Award
1996	Elected Charter Member of the Community Partnerships Board of Directors - Treasurer 1996-97
1995	First program in the nation to receive accreditation from Commission on Rehabilitation Facilities (CARF) for service coordination and family support services.

1993	Successfully led a ballot initiative to increase a local property tax from five to twelve cents for persons with developmental disabilities in Boone County
1990	Distinguished Service Award for Outstanding Contributions to the Field of Mental Retardation, presented by the Missouri State Chapter of the American Association for Mental Retardation
1989-1997	Legislative Chairman, Missouri Association of County Developmental Disabilities Services
1988-89	President, Missouri Association of County Developmental Disabilities Services
1986	Co-authored "Chart a Bold Course", a proposal to the Legislative Study Committee on Services for the Developmentally Disabled
1985-86	President, Missouri Chapter, American Association on Mental Deficiency
1984-1991	Chairman, Region 10 Planning Council for the Developmentally Disabled
1983-1988	Legislative Chairman, Missouri Association of County Developmental Disabilities Services
1983	Chairman, Mayor's Task force For the Disabled, Columbia, Missouri
1981-82	President, Missouri Association of County Developmental Disabilities Services
1979	Founding member of the Missouri Association for County Developmental Disabilities Services (MACDDS)
1978	Vice-President, Boone County Association for Retarded Citizens
1978	Housing Commissioner, Columbia Housing Authority

Application for Appointment to Boone County Children's Services Board

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Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board and the conflict of interest policies promulgated by the County Commission and the Board. As appointees of a statutorily created Board with powers to direct the expenditure of public funds, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the Children's Services Board or the Boone County taxpayer. Certain types of conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPLICATION

Name: <u>Horwitz, Bruce</u>	Horwitz, Bruce					
Last	First	Middle Initial				
HomeAddress: 2608 Vistaview						
City: <u>Columbia</u>		Zip: <u>65203</u>				
EmploymentAddress: <u># 1 Hospital Drive</u>						
City: <u>Columbia</u>	<u> </u>	Zip: <u>65203</u>				
At which address would you prefer to be contacted:	X	Home Business				

Email Address (where you	wish to be contacted): <u>I</u>	horwitzb@missouri.ee	du				
Home Phone: _ <u>573.449.0</u>	441	Business Phone:	573.882.8930				
Section 210.861 RSMo req County resident and how lo Months			County. Are you a Boone 3 years				
Are you a registered voter?	<u>_X</u>	Yes	No				
Have you previously served service.	d as a member of a board	d? If yes, identify the	e board and the dates of				
Missouri Foundation for Health from January 2007 through December 2012							
I served on the Boone County . exact dates.	ail Task Force chaired by Ru	isty Antel several years	ago but I don't remember the				
What other professional, ci	vic or community endea	vors are you current	ly involved in?				
Are you or have you previou or elected office(s)? If so, p		•	ent positions, appointments				
service recipients of the Chi to one under the age of 19 of services, counseling service	ildren's Services Fund (e or their families: outpatie is, or other services as a turbance, or services to a s provided by the Agenc t information for said Age	examples include the ent chemical depend result of being abused an unwed mother)? by, the time frames of ency.	If so, please list the Agency, f your involvement, and				

health services to children and families from 1997 to 2007. The university divested UBH to Burrell in 2007.

Currently, I am a Research Assistant Professor in the Department of Psychiatry at the MU School of Medicine. The department provides inpatient and outpatient mental health services for children but I am not involved in the delivery or management of those services.

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receiving funds from the Children's Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children's Services funds, prohibits membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, "affiliated organizations" are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children's Services Fund. [For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists and to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? If yes, please explain.

As noted above, I on the faculty of the University of Missouri Department of Psychiatry. My spouse, Dr. Ellen

Horwitz is also a psychologist in Child Health with the University which provides very limited psychological evaluation

services. While neither department is likely to apply for these funds, either department or some other department of the University may apply at some point. I would, of course, recuse myself from votes/discussions in which there is potential conflict of interest.

Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I have devoted most of my professional life to meeting the mental health needs of underserved populations. While services have generally been funded by federal and state resources. I have come to understand that good health begins in the family and the community. This new resource allows Boone County to begin taking an active role in promoting mental health where it counts the most – in children – for whom early identification and intervention can prevent more serious and costly problems in the future. My experience as a board member for the Missouri Foundation for Health has also given me some insight and understanding about how to award and leverage funds to accomplish the greatest good with limited resources. While the foundation is engaged in philanthropic work, what I have learned about the processes of strategic planning and grant making may be useful in the work of the Children's Services Fund. Are you or any family member now or have you or a related family member ever been employed by Boone County? If so, please give dates of employment, the position held, and describe if the position had any responsibilities or duties regarding the Boone County Children's Services Fund.

No

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Fund? If so, identify the interest and the relationship.

Are your Boone County taxes paid in full to date? X_Yes___No

lf"No", please explain.

References:

Jim Ritter	friend	573.875.0220	30		
Name	Nature of Relationship	Contact Information	Years Known		
Darin Preis	served on the MFH	7			
Name	Nature of Relationship	Contact Information	Years Known		
X	With board policies, bylaws, and conflict of interest nd certify that the information above is complete and nd that should a potential conflict arise during my terr unty Children's Services Fund Board and the Boone				
Bruce Horwitz					
Signature		Dat	te		

If "No", please explain.

				· · · · · · · · · · · · · · · · · · ·
References:				
Jim Ritter	friend	573.875	.0220	30
Name	Nature of Relationship	Contact Information		Years Known
Darin Preis	served on the MFH	board together	573.442.6837	7

Name Nature of Relationship Contact Information Years Known

By my signature, I agree to comply fully with board policies, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone County Commission.

Signature

Date

Application for Appointment to Boone County Children's Services Board

The Boone County Children's Services Board was established in 2013 with the passage of a special sales tax levy in November, 2012. The Board, in partnership with the Boone County Commission, is charged with making Boone County a better and healthier community through the provision of services to protect the well-being and safety of children under the age of nineteen (19) and their families. The Board's goal is to maximize positive outcomes in a transparent, accountable fashion in recognition of the fact that the taxpayers of Boone County are an important stakeholder and beneficiary of this program. The Board's partnership with the Boone County Commission allows it to benefit from the ability to hire dedicated, professional staff with competitive salary and benefits packages into a professional environment with supports that include facilities maintenance, purchasing, human resources, legal, auditing, and other organizational supports and synergies that stem from being integrated into Boone County government as a County department. This partnership also allows the Boone County taxpayers to benefit from a coordination of social service spending at the County level in order to avoid duplication of effort, ensure efficient spending of public resources, and increase transparency. Finally, being part of County government allows the Children's Services sales tax proceeds to retain its character as "local tax dollars," allowing for the pursuit of matching federal dollars through various federal programs administered through the State Department of Mental Health, State Department of Social Services, and other federal matching programs.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board and the conflict of interest policies promulgated by the County Commission and the Board. As appointees of a statutorily created Board with powers to direct the expenditure of public funds, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the Children's Services Board or the Boone County taxpayer. Certain types of conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

		APPLICATION		
Name:	Thornburg	Kathy	R.	
	Last	First	Middie Initial	
Home /	Address: 3211 S. Rod	eo Dr.		
City:	Columbia		Zip:65203	
Employ	ment Address: 1400 Ro	ck Quarry Rd.		
	Columbia		Zip:65211	
-	h address would you prefer to		_ flome Busine	255

Email Address (where you wish to be contacted): .	ThornburgK	@missouri.edu	
Home Phone: 447-1104	Business Phone:	882-9998	
Section 210.861 RSMo requires board members be County resident and how long have you lived in Br Months		· -	
Are you a registered voter?	Yes		No
Have you previously served as a member of a boar service.	d? If yes, identify th	e board and the dates of	
Children's Services Commissi	onapp. 198	5-87	

Columbia School Board--1989-1992

What other professional, civic or community endeavors are you currently involved in?

Chamber of Commerce Early Childhood Subcommittee Boone County Coordinating Board for Early Childhood

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

MO Department of Education--1/2 time employee for 2 1/2 years (ending Aug. 31, 2012)

Columbia School Board (above)

Have you over volunteered with or been employed by an agency that may provide services to eligible service recipients of the Children's Services Fund (examples include the following services provided to one under the age of 19 or their families: outpatient chemical dependency or psychiatry treatment services, counseling services, or other services as a result of being abused, neglected, runaway, homeless, or emotional disturbance, or services to an unwed mother)? If so, please list the Agency, a description of the services provided by the Agency, the time frames of your involvement, and contact person and contact information for said Agency.

no

Section 210.861, Revised Statutes of Missouri, prohibits membership on the board by certain persons, including current County Commissioners, those having any financial interest in any agency.

receiving funds from the Children's Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children's Services funds, prohibus membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, "affiliated organizations" are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children's Services Fund. [For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists and to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or matriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? If yes, please explain.

No

Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I would like to serve to bring more "preventive" expertise to the Board. We must start with positive social/emotional development of young children

so fewer will need treatment in the future. I have 46 years of experience working with young onlinen, their families and profess onals who work with them.

Are you or any family member now or have you or a related family member ever been employed by Boone County? If so, please give dates of employment, the position held, and describe if the position had any responsibilities or duties regarding the Boone County Children's Services Fund.

NO

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Fund? If so, identify the interest and the relationship.

No

Have you ever been arrested, cl If yes, please explain.	harged, or convicted (of any felony? _	Yes		No
Have you ever been disciplined conduct by, or been the subject association, disciplinary commi If yes, please explain.	t of a complaint to an	y court, administ	rative agency, p	professional	10
Have you ever been the subject agency that involves care to off If yes, please explain.			, neglect, or mi		ny No
Are your Boone County taxe	s paid in full to date		Yes	No	

If "No", please explain.

References:

Shidey Pattersoncommune work and research projectSpatters@aol.com~10 yearsNumeNume of RelationshipContrast InformationYears KnownTom Rosecommittee worktomrose@centurytel.net~8 yearsNumeNature of RelationshipContrast InformationYears Known	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
	Shirley Patterson	commutee work and research project	sspatters@aol.com	~10 years
	Name	Nature of Relationship	Contact Information	Years Known
Nature of Relationship Contact Information	Tom Rose	committee work	tomrose@centurytel.net	~8 years
	Name	Nature of Relationship	Contact Information	Years Known

requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone By my signature. I agree to comply fully with board policies, bylaws, and conflict of interest County Commission

2 /honule ester. Signature

February 1, 2013

Dare

4= ffect.vr. 4/18/2013 Term Expires - 41/18/2015

Application for Appointment to Boone County Children's Services Board

The Boone County Children's Services Board was established in 2013 with the passage of a special sales tax levy in November, 2012. The Board, in partnership with the Boone County Commission, is charged with making Boone County a better and healthier community through the provision of services to protect the well-being and safety of children under the age of nineteen (19) and their families. The Board's goal is to maximize positive outcomes in a transparent, accountable fashion in recognition of the fact that the taxpayers of Boone County are an important stakeholder and beneficiary of this program. The Board's partnership with the Boone County Commission allows it to benefit from the ability to hire dedicated, professional staff with competitive salary and benefits packages into a professional environment with supports that include facilities maintenance, purchasing, human resources, legal, auditing, and other organizational supports and synergies that stem from being integrated into Boone County government as a County department. This partnership also allows the Boone County taxpayers to benefit from a coordination of social service spending at the County level in order to avoid duplication of effort, ensure efficient spending of public resources, and increase transparency. Finally, being part of County government allows the Children's Services sales tax proceeds to retain its character as "local tax dollars," allowing for the pursuit of matching federal dollars through various federal programs administered through the State Department of Mental Health, State Department of Social Services, and other federal matching programs.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board and the conflict of interest policies promulgated by the County Commission and the Board. As appointees of a statutorily created Board with powers to direct the expenditure of public funds, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the Children's Services Board or the Boone County taxpayer. Certain types of conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APP	LICATION		
Name: Walker, Jennifer S.			
Last	First	Middle Initial	
Home Address: 7110 Seminole	Ct.		
_{City:} Columbia, MO		Zip: 65203	
Employment Address: 1412 I-70 D	r. SW, Suit	te Á	
City: Columbia, MO		Zip: 65203	
At which address would you prefer to be conta	acted:		iness

Email Address	(where you wish to be	e contacted): _	lurrywalk@	gmail.co	om
Home Phone:	573-881-1	987	Business Phone:	573-442-	-4333
	l RSMo requires boar t and how long have Months			, ,	1 a Boone _Years
Are you a regis	tered voter?	\checkmark	Yes		No
Have you previ service.	iously served as a mer	nber of a board	? If yes, identify the	e board and the	dates of
No					

What other professional, civic or community endeavors are you currently involved in?

Human Resource Association-Member

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

Marshall Habilitation Center-Education Assistant 1986-1989 (not an elected position)

Have you ever volunteered with or been employed by an agency that may provide services to eligible service recipients of the Children's Services Fund (examples include the following services provided to one under the age of 19 or their families: outpatient chemical dependency or psychiatry treatment services, counseling services, or other services as a result of being abused, neglected, runaway, homeless, or emotional disturbance, or services to an unwed mother)? If so, please list the Agency, a description of the services provided by the Agency, the time frames of your involvement, and contact person and contact information for said Agency.

The Crossroads Program (substance abuse sobriety program for youth). Main Office 626 Cepi Dr., Chesterfield, MO 63005. Contact-Matt Gregor 636-532-9991.

Served on the Steering Committee as a fcilitator for local weekly parent group meetings from 2006-2009. Group member from 2001-2011.

Served as sponsor to a number of parents and continue to network with parents of youth with substance abuse issues.

Section 210.861, Revised Statutes of Missouri, prohibits membership on the board by certain persons, including current County Commissioners, those having any financial interest in any agency

receiving funds from the Children's Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children's Services funds, prohibits membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, "affiliated organizations" are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children's Services Fund. [For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists and to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? If yes, please explain.

No.

Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application. No.

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

Please see attached document. I was unable to fit the information in this section.

Are you or any family member now or have you or a related family member ever been employed by Boone County? If so, please give dates of employment, the position held, and describe if the position had any responsibilities or duties regarding the Boone County Children's Services Fund.

No.

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Fund? If so, identify the interest and the relationship.

No.

Have you ever been arrested, charged, or convicted of any felony? Yes No If yes, please explain.
Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? Yes No If yes, please explain.
Have you ever been the subject of a substantiated allegation of abuse, neglect, or misconduct by any agency that involves care to others or abuse of others? Yes No If yes, please explain.
Are your Boone County taxes paid in full to date?YesNo

References:

Dela Marshall	Sponsee in Crossroads Program	573-489-3897	10
Name	Nature of Relationship	Contact Information	Years Known
Marla Jones	Steering Committee-Crossroads	573-424-1434	4
Name	Nature of Relationship	Contact Information	Years Known

By my signature, I agree to comply fully with board policies, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone County Commission.

Jennifer Walker

February 14, 2013

Signature

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

B.S. degrees in both Psychology and Alcohol and Drug Studies. As the parent of a child with a drug abuse problem, which began 11 years ago, I can offer my experience regarding programs that were helpful for the situation. More importantly, I can offer ideas about that which would have been helpful, had the program/group/counselors, etc., been available at the time. Our family is no longer in crisis. I have the understanding, knowledge, and time to invest in this much-needed community service. I am passionate about helping people find the help they need.

I have worked as a human resource professional for twenty years. My experience with policy writing and employment law may be beneficial in thinking through the logistics of hiring professional staff determined needed by the Board.

effective . 4/18/2013 Term Expire - 4/18/2014

Application for Appointment to Boone County Children's Services Board

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Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board and the conflict of interest policies promulgated by the County Commission and the Board. As appointees of a statutorily created Board with powers to direct the expenditure of public funds, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the Children's Services Board or the Boone County taxpayer. Certain types of conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPLICATION

Name:	Forbis, S	uzette (Suzie) M.		
	Last		First	Middle Initial
Home .	Address: _	187 W. Harper Road		
City: _	Clark			Zip:
Employ	yment Addı	ess: (same)		
City: _				Zip:
		vould you prefer to be contacted		Home Business

Email Address (where you wish to be contacted):	srforbis@gmail.com
Home Phone:	Business Phone:
Section 210.861 RSMo requires board members be County resident and how long have you lived in B Months	, ,
Are you a registered voter?	Yes No
Have you previously served as a member of a boar service.	rd? If yes, identify the board and the dates of
Northeast Foster/Adoption Advisory Board (2008 - P	Present), President
State Foster and Adoption Advisory Board (2008 - P	Present), Appointed by Governor
What other professional, civic or community ende Hope Chest For Kids, Inc. (2007 - Present); Provi	
their care providers (Co-Founder)	
Are you or have you previously held any local, stat or elected office(s)? If so, please list dates and pos	sitions held.

State Foster and Adoption Advisory Board (2008 - Present) Appointed by Governor

Have you ever volunteered with or been employed by an agency that may provide services to eligible service recipients of the Children's Services Fund (examples include the following services provided to one under the age of 19 or their families: outpatient chemical dependency or psychiatry treatment services, counseling services, or other services as a result of being abused, neglected, runaway, homeless, or emotional disturbance, or services to an unwed mother)? If so, please list the Agency, a description of the services provided by the Agency, the time frames of your involvement, and contact person and contact information for said Agency.

Foster Parent for 13 years with Boone County Children's Division (Kristina Branch, 573-882-9180);

Department of Mental Health (Missouri Mentors) Mentor to three Developmentally Delayed Youth

(2010 - Present) Contact Person: Katrina Kimble (573)256-3707

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receiving funds from the Children's Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children's Services funds, prohibits membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, "affiliated organizations" are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children's Services Fund. [For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists and to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? If yes, please explain.

NO

Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I have experience in all six areas; working with mental health services, healthcare administration, administrative experience with government

and social service agency, cared for those needing services for psychiatric/DD treatment, legal experience and accounting. (See Attached)

Suzie Marie Forbis

Objective

To better inform society the need for providing assistance, education and mentoring to at-risk youth and families and foster youth and their caregivers.

Professional Career Foster Parent

Highlights

- Contracted Mentor for Missouri Mentors (DMH contractor)
- Licensed as Career, Behavioral, Emergency, Group Home and Traditional Placement Parent 13 years of experience
- State Foster/Adoptive Advisory Board Member (Governor Appointed)
- President Northeast Foster/Adoptive Advisory Board (2008 Present)

Co-Founder of Nonprofit Organization "Hope Chest For Kids, Inc."

- Provide assistance to foster and adopted youth, at risk youth and their caregivers
- Write grants; develop and maintain organization programs
- Mentor youth aging out of foster care system to become self-sufficient adults

Substitute Teacher

Substitute teach elementary, middle school and high school youth (as needed)

Skills	 Office Management/Admini Type 90 wpm General Office Skills Experience in Legal Repres Administrative Experience in Health, Healthcare and Soc 	Laws, Code of Ethics, Procure etc. entation Excellent Communication Skill Mental Ability to Multi-task	ement, Operations, lls
Employm Histo		Boone County Children's Division, Columbia, MO 65202	November 1999 – Present
	Office Manager	Coyote Hill Children's Division, Harrisburg, MO 65256	May 1994 – August 2001
	Dental Assistant	John A. Gardner, DDS, Columbia, MO 65202	March 1992 – May 1994
	Office Manager	Boone County Soil and Water Conservation District, Columbia, MO 65202	May 1985 – March 1992
Education	Associates Degree; Medical Secretary/Assistant T	ruman State University, Kirksville, MO	May 1977

References References are available on request.

Are you or any family member now or have you or a related family member ever been employed by Boone County? If so, please give dates of employment, the position held, and describe if the position had any responsibilities or duties regarding the Boone County Children's Services Fund.

I worked in the Boone County Prosecuting Attorney's Office, Associate Circuit Court and Traffic Division; (1978 - 1982);

Secretary, Court Clerk (Positions had no responsibilities regarding the Boone County Children's Services Fund.

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Fund? If so, identify the interest and the relationship.

NO

Have you ever been arrested, charged, or convicted of any felony?YesNo If yes, please explain.
Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? Yes No If yes, please explain.
Have you ever been the subject of a substantiated allegation of abuse, neglect, or misconduct by any agency that involves care to others or abuse of others? Yes No If yes, please explain.
Are your Boone County taxes paid in full to date?YesNo

If "No", please explain.

References:

Lynne Harris,	Colleage, (573) 424-8220		13 YEARS
Name	Nature of Relationship	Contact Information	Years Known
Teri Foltz,	Colleage, (573) 808-6207		6 YEARS
Name	Nature of Relationship	Contact Information	Years Known

By my signature, I agree to comply fully with board policies, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone County Commission.

 ω Signature

1/24/2013

Date

Application for Appointment to Boone County Children's Services Board

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APPLICATION

Name: <u>MCKERROW</u>	NANCY	A
Last	First	Middle Initial
Home Address: _2591 S.RT O		
City: <u>COLUMBIA</u>		Zip:65203
Employment Address: <u>RETIRED</u>		
City:		Zip:
At which address would you prefer to be con	tacted:	Home Business

Email Address (where you wish to be contacted): _	namakerra	wegmail.com	
Home Phone: 445-5785	Čell Business Pho	one: <u>999-75</u> 86	
Section 210.861 RSMo requires board members be County resident and how long have you lived in Bo Months			
Are you a registered voter?	Yes		_ No
Have you previously served as a member of a board service.	d? If yes, identil	y the board and the dates o	of
KOPN-NEW WAVE CORP. 1988-1992	PRESIDEN	T- 1990-1992	
COMPREHENSIVE HUMAN SERVICES	1992-1998	PRESIDENT. 1995	
What other professional, civic or community endea	ivors are you cui	rently involved in?	
BOONE COUNTY BAR ASSOCIATION	, CASA,	MID. MISSOURI LEG	AL
SERVICES PRO SE DIVORCE CLIN	۱ <u>۲</u>		

• 1

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

MISSOURI STATE PUBLIC DEFENDER SYSTEM	1986-2010 (see	attached	<u>res</u> ume)
MISSOURI COMMISSION ON HUMAN RIGHT	5 1982-1986	. ("	54	")

Have you ever volunteered with or been employed by an agency that may provide services to eligible service recipients of the Children's Services Fund (examples include the following services provided to one under the age of 19 or their families: outpatient chemical dependency or psychiatry treatment services, counseling services, or other services as a result of being abused, neglected, runaway, homeless, or emotional disturbance, or services to an unwed mother)? If so, please list the Agency, a description of the services provided by the Agency, the time frames of your involvement, and contact person and contact information for said Agency.

HEART OF MISSOURI CASA, court appointed special advocates for foster children, 2011-PRESENT, THERESA FOLTZ, TRAINING DIRECTOR 442-4670 E-MAIL- HEARTOFMISSOURICASA @ HOTMAIL.COM

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receiving funds from the Children's Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children's Services funds, prohibits membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, "affiliated organizations" are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children's Services Fund. [For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists and to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? If yes, please explain.

<u>I AM A VOLUNTEER CASA. I HAVE NO FINANCIAL INTEREST IN THE</u>

ORGANIZATION NOR HAVE I EVER SERVED ON ITS BOARD

Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

NO

Explain briefly why you are seeking this position and identify any special qualifications you have for this position. τ to the seeking the position to be set to be

I believe the mental health services CURRENTLY AVAILABLE

TO CHILDREN IN BOONE COUNTY ARE INADEQUATE. THE ONLY WAY WE CAN HELP CHILDREN IN NEED TO BECOME PRODUCTIVE ADULTS IS TO IDENTIFY CHILDREN IN NEED AND THEN BE ABLE TO MEET THOSE NEEDS. AS SOMEONE WHO CARES DEEPLY FOR CHILDREN, WHO HAS SEEN THE RESULTS WHEN NO HELP IS GIVEN, AND WHO HAS THE ABILITY TO WORK IN GROUPS, WHEN NO HELP IS GIVEN, AND WHO HAS THE ABILITY TO WORK IN GROUPS, Are you or any family member now or have you or a related family member ever been employed by Boone County? If so, please give dates of employment, the position held, and describe if the position had any responsibilities or duties regarding the Boone County Children's Services Fund.

_____No

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Fund? If so, identify the interest and the relationship.

NO
Have you ever been arrested, charged, or convicted of any felony? Yes N If yes, please explain.
Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? Yes No If yes, please explain.
Have you ever been the subject of a substantiated allegation of abuse, neglect, or misconduct by any agency that involves care to others or abuse of others? Yes N If yes, please explain.
Are your Boone County taxes paid in full to date? Yes No

If "No", please explain.

<u>-</u>		
References:		
DANIEL GRALI	KE PRIOR SUPERVISOR 882-9855	15
Name	Nature of Relationship Contact Information	Years Known
BRIAN TAYL	OR MID-MO LEGAL SERVICES 442-0116	2
Name	Nature of Relationship Contact Information	Years Known

By my signature, I agree to comply fully with board policies, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone County Commission.

Nancy a McKerrow Signature

2/1/2013 Date

NANCY A. MCKERROW

2591 State Route O Columbia, MO 65203 573-445-5785

EDUCATION

Juris Doctorate, University of Missouri, Columbia, Missouri; 1984 Order of the Coif University of Missouri Law Review, Member

Bachelor of Arts, Summa Cum Laude University of Massachusetts at Boston, 1981

EMPLOYMENT

Retired from the Missouri Public Defender System in August, 2010.

Assistant Appellate Defender, Central Appellate Division, Missouri State Public Defender System, 1999-2010. I represented indigent criminal defendants on direct and post-conviction appeal.

District Defender, Central Capital Division, Missouri State Public Defender System, 1995-1999. I managed an office of sixteen employees as well as providing representation to indigent Missouri citizens charged with murder in the first degree where the State sought the death penalty.

Lead Trial Counsel, Central Capital Division, Missouri State Public Defender System, 1993-1995.

Associate Trial Counsel, Central Capital Division, Missouri State Public Defender, 1991-1993.

Assistant State Public Defender, Central Appellate/PCR Division, Missouri State Public Defender, 1986-1991. I represented indigent criminal defendants on direct and postconviction appeal in State courts. In 1988, I joined the newly created Capital Appellate Division. In 1990, I became Supervisor of that division and First Assistant in the Central Appellate Division. In addition to my regular case load, I supervised six attorneys and two paralegals. In 1990, I was promoted to APDIV and became a member of the Promotions Board.

Adjunct Professor, University of Missouri School of Law, Columbia, Missouri, 1987-1989. I taught Legal Research and Writing and Appellate Advocacy to first-year law students Hearings Examiner, Missouri Commission on Human Rights, Jefferson City, Missouri, 1984-1986. I conducted evidentiary hearings on discrimination complaints in the areas of employment, housing and public accommodations and wrote findings of fact, conclusions and orders.

Investigator (half-time), Missouri Commission on Human Rights, Jefferson City, Missouri, 1982-1984. I investigated discrimination complaints and made probable cause determinations.

EMPLOYMENT AWARD

Defender of Distinction, Missouri Bar Association, 1995

PUBLICATIONS

Housing Discrimination in Missouri, Journal of the Missouri Bar, Vol. 42, No. 3, April-May, 1986.

Note: Enmund v. Florida, University of Missouri Law Review, Vol. 48, No. 2, 1984

PROFESSIONAL ACTIVITIES

Missouri State Public Defender Sexually Violent Predator Task Force leader. April-October 1999. The task force was created to coordinate the system's response to the newly enacted Sexually Violent Predator Statute. The task force was made up of six, volunteer lawyers from throughout the state who researched the law and developed legal challenges to it.

Small Group Leader, Missouri State Public Defender's Trial Skills Workshop, Camdenton, Missouri, 1994-1998.

Speaker, Trial Skills Workshop, Columbia, Missouri, 1993.

Trainer and Speaker, NLADA Appellate Practice Seminar, Kansas City, Missouri, 1991.

Trainer, NLADA Appellate Practice Seminar, Indianapolis, Indiana, 1990.

Speaker, Juveniles on Death Row, Ohio Public Defender Commission Seminar on Juveniles and the Law, Columbus, Ohio, 1989.

COMMUNITY ACTIVITIES

Volunteer, The Shelter, Columbia, Missouri, 1987-1991.

Board of Directors, Comprehensive Human Services, Columbia, Missouri, 1992-1998. Secretary of the Board, 1993; Vice-President of the Board, 1994; President of the Board, 1995.

Board of Directors, New Wave Corporation, Columbia, Missouri, 1988-1992. President of the Board, 1990-1992. Court Appointed Special Advocate, Heart of Missouri CASA, 2011-present

Volunteer – Uncontested Divorce Clinic, Mid-Missouri Legal Services, (MMLS) 2010-present

PROFESSIONAL REFERENCES:

Daniel Gralike, Deputy Director, Missouri Public Defender System (MSPD). Woodrail Center, 1000 W. Nifong, Bldg. 7, Columbia, MO 65203. (573) 882-9855, e-mail = Dan.Gralike@mspd.mo.gov

Brian Taylor, Mid-Missouri Legal Services Corp., 205 E. Forest Ave., Columbia, MO 65203 (573) 442-0116, e-mail = Taylor@mmls.org

Theresa Foltz, Training Director, Heart of Missouri CASA, P.O. Box 10028, Columbia, MO 65205, e-mail = heartofmissouricasa @ Hotmail.com

Irene Karns, Attorney at Law, 2417 Lynnwood Dr., Columbia, MO 65203. (573) 875-0645, e-mail = ikarns4@gmail.com.

Application for Appointment to Boone County Children's Services Board

The Boone County Children's Services Board was established in 2013 with the passage of a special sales tax levy in November, 2012. The Board, in partnership with the Boone County Commission, is charged with making Boone County a better and healthier community through the provision of services to protect the well-being and safety of children under the age of nineteen (19) and their families. The Board's goal is to maximize positive outcomes in a transparent, accountable fashion in recognition of the fact that the taxpayers of Boone County are an important stakeholder and beneficiary of this program. The Board's partnership with the Boone County Commission allows it to benefit from the ability to hire dedicated, professional staff with competitive salary and benefits packages into a professional environment with supports that include facilities maintenance, purchasing, human resources, legal, auditing, and other organizational supports and synergies that stem from being integrated into Boone County government as a County department. This partnership also allows the Boone County taxpayers to benefit from a coordination of social service spending at the County level in order to avoid duplication of effort, ensure efficient spending of public resources, and increase transparency. Finally, being part of County government allows the Children's Services sales tax proceeds to retain its character as "local tax dollars," allowing for the pursuit of matching federal dollars through various federal programs administered through the State Department of Mental Health, State Department of Social Services, and other federal matching programs.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board and the conflict of interest policies promulgated by the County Commission and the Board. As appointees of a statutorily created Board with powers to direct the expenditure of public funds, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the Children's Services Board or the Boone County taxpayer. Certain types of conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

	APPLICATION		
Name: <u>Riehn</u>	Dewey	Μ	
Last	First	Middle Initial	
Home Address: 9950 S	Millsite Road		
City: Ashland		<u>65010</u>	
Employment Address: RE	TIRED	-	
City:		Zip:	
At which address would you		✓ Home □ Busin	ness

Email Address (where you wish to	be contacted):	deweyriehn@	@centuryte	el.net
	573 657 9	· · ·	Business Phone:		
	,		e residents of Boone (oone County? <u>37</u>		a Boone Years
	ered voter?	\checkmark	Yes		Nc

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

Missouri State Credit Union 1998-2003

Missouri Baptist Student Union 2006-2010

What other professional, civic or community endeavors are you currently involved in?

Veterans Of Foreign Wars, Missouri Legislative Chairman and

Member of National Legislative Committee

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

Missouri State Department of Social Service 1976-2000 Worked in Children Services

Last six years prior to retirement was Director of Child Abuse Investigations

Have you ever volunteered with or been employed by an agency that may provide services to eligible service recipients of the Children's Services Fund (examples include the following services provided to one under the age of 19 or their families: outpatient chemical dependency or psychiatry treatment services, counseling services, or other services as a result of being abused, neglected, runaway, homeless, or emotional disturbance, or services to an unwed mother)? If so, please list the Agency, a description of the services provided by the Agency, the time frames of your involvement, and contact person and contact information for said Agency.

Section 210.861, Revised Statutes of Missouri, prohibits membership on the board by certain persons, including current County Commissioners, those having any financial interest in any agency

receiving funds from the Children's Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children's Services funds, prohibits membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, "affiliated organizations" are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children's Services Fund. For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists and to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? If yes, please explain.

No

Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

Have an interest in Services for kids. Also, I have become active in identifying and working with Veterans and their needs. The need for mental health

services for kids and veterans is great.

Are you or any family member now or have you or a related family member ever been employed by Boone County? If so, please give dates of employment, the position held, and describe if the position had any responsibilities or duties regarding the Boone County Children's Services Fund.

No

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Fund? If so, identify the interest and the relationship.

No

Have you ever been arrested, charged, or convicted of any felony? Yes N If yes, please explain.	0
Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? Yes No If yes, please explain.	 ວ
Have you ever been the subject of a substantiated allegation of abuse, neglect, or misconduct by an agency that involves care to others or abuse of others? Yes N If yes, please explain.	-
Are your Boone County taxes paid in full to date?YesNo	

References:			
WB "Bart" Tichenor	Friend	573 864 4549	30 plus
Name	Nature of Relationship	Contact Information	Years Known
Gary Sapp	Friend	573 449 1663	30 Plus
Name	Nature of Relationship	Contact Information	Years Known

By my signature, I agree to comply fully with board policies, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone County Commission.

Signature

Date

189-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	April Session of the April	Adjourned	Term. 20 13
County of Boone			
In the County Commission of said county, o	on the 18 th	day of April	20 13

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

Now on this day the County Commission of the County of Boone does hereby approve an expenditure in the amount of \$90.00 to Air Systems, LLC to be paid from the Capital Expenditures subsidy, appropriation account 2120-9220, within the Fairgrounds Maintenance Fund for additional costs to repair the HVAC system as originally approved on Commission Order 111-2013.

Done this 18th day of April, 2013

ATTEST:

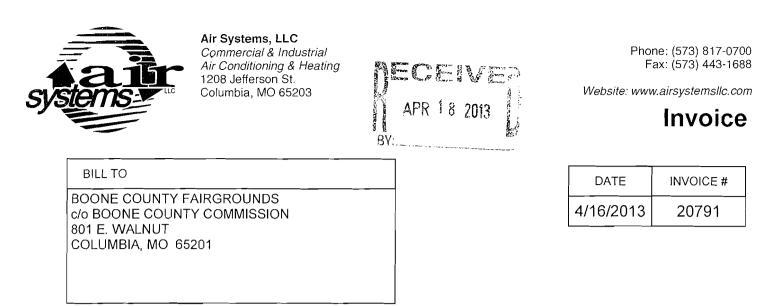
Wendy S. Noren My Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

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Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner



	TERMS	P.O. NUMBER
	Net 30	
DESCRIPTION		AMOUNT
INVOICE FOR MAKING REPAIRS BASED ON OUR JANUARY INSPECTION RESULTS, IN ACCORDANCE WITH OUR PROPOSAL DATED 2/21/13.		2,522.00
ADDITIONAL COSTS AS NOTED IN QUOTATION:		
5 LBS. R-22		90.00
Thank you for your business.	Total	\$2,612.00

All accounts are due within 30 days of invoice date. Any account overdue will be subject to a finance charge of 1 1/2% per month on the unpaid balance.

/// -2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	} ea.	March Session of the January Adjourned		Term. 20	13
County of Boone	<u>ح</u>				
In the County Commission	of said county, on the	7 th	day of March	20	13

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

Now on this day the County Commission of the County of Boone does hereby approve an expenditure in the amount of \$2,522.00 to Air Systems, LLC to be paid from the Capital Expenditures subsidy, appropriation account 2120-9220, within the Fairgrounds Maintenance Fund for repairs to Hydro Temp Unit #3, Hydro Temp Unit #4, South Restroom Furnace Unit and SE Arena Radiant Heater. It is further ordered the Presiding Commissioner sign the attached Proposal.

Done this 7th day of March, 2013

ATTEST:

Wendy S. Noren my Clerk of the County Commission

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Daniel K. Atwill Presiding Commissioner

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Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner



Air Systems, LLC Commercial & Industrial Air Conditioning & Heating 1208 Jefferson St. Columbia, MO 65203

Proposal

Phone: (573) 817-0700 Fax: (573) 443-1688

Website: www.oirsystemsllc.com

Date: 2/21/2013

Location: Central Missouri Events Center - Boone County Fair Grounds

Job Name: January Inspection Repair Results

Contact: Boone County Commission

Air Systems, LLC is pleased to provide the following services for your consideration:

During the regularly scheduled operations inspection the following items were identified and repairs are required in order for the equipment to operate correctly:

Hydro Temp Unit #3 Circuit #2:

Refrigerant leak on discharge line service stem weld

- 1. Need to recover the refrigerant charge that is left and store for reuse
- 2. Re-weld the stem back in
- 3. Charge the circuit with nitrogen and pressure check the circuit for more leaks
- 4. Pull a vacuum on the circuit and charge with recovered refrigerant
- 5. Top off circuit with new R-22 refrigerant as needed (Billed in addition to proposal amount)

Compressor Time Delay (to prevent short cycling) not functioning

- 1. Unwire existing time delay and replace with new time delay
- 2. Start unit and check repairs for proper operation

Hydro Temp Unit #4

Floor loop pump motor shorted to ground and locked up the pump – logged into the Teletrol automation system and placed unit in Air to Air Only heating mode.

- 1. Remove pump motor and disassemble pump
- 2. Re-assemble pump with new mechanical seal, o-ring, sling washer
- 3. Install new pump motor and mount the pump assembly
- 4. Log into Teletrol system and put the system into Floor Loop Heat Mode
- 5. Start unit and ensure proper operation of pump and unit

South Restroom Furnace Air Handler Unit

Blower Motor bearings loose causing vibration and noise

- 1. Remove existing motor and replace with new motor
- 2. Start unit and ensure proper operation



Air Systems, LLC Commercial & Industrial Air Conditioning & Heating 1208 Jefferson St. Columbia, MO 65203

Proposal

Phone: (573) 817-0700 Fax: (573) 443-1688

Website: www.airsystemsllc.com

SW Arena Radiant Heater

Heater not operating - gas regulator valve is not resetting consistently

- 1. Turn off gas supply to unit
- 2. Remove existing gas regulator and install new regulator
- 3. Turn on gas to unit and check for proper operation

Notes:

- Freight <u>Is</u> included in this proposal.
- Additional R-22 refrigerant required will be billed in addition to this proposal at \$18/Lb for the amount used.

We propose to furnish pricing to	complete the al	bove in accordance with the above mentioned
specifications for the sum of:	\$2,522.00	TERMS: Net 30 days

All quotations are subject to applicable state and local taxes at time work is completed; such taxes are not included in this quote.

Price quoted for the work listed above is firm. Air Systems, LLC reserves the right to revise this quote as the work progresses and we acquire knowledge not available at the time of proposal. Customer will be advised at the time of any change before work progresses.

Signature:	Date: _	2-21-13
Phil Porter (573) 808-0182		
ACCEPTANCE OF PROPOSAL:		
Authorized Signature:	Date: _	3-7-13

The above price, specification and quote conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This proposal may be withdrawn by us if not accepted within 30 days; pricing is only good for 30 days from proposal date.

All accounts are due within 30 days of the invoiced date. Any account overdue will be subject to a finance charge of 1 1/2% per month on the unpaid balance.