

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 5th day of June 20 07

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to provide funds needed from the General Fund to pay final cost bill on HAVA equipment.

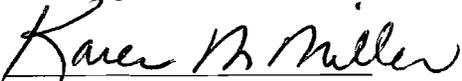
Department Name and Account Number	Amount of Increase
1190-83922 – General Fund	\$103,826.00
2310-03913 – HAVA Fund	\$103,826.00

Done this 5th day of June, 2007.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

C

Supreme Court of Missouri, En Banc.
 STATE of Missouri ex rel. John J. COLE, Chairman;
 Robert E. Fitzgerald, Sr.,
 Secretary; Sylvester G. Lipic and Carl V. Eimbeck,
 Members, All Constituting
 the **Board of Election Commissioners of St. Louis**
 County, Missouri, and Also as
 Voters and Taxpayers, **St. Louis** County, Missouri,
 Relators,
 v.
 Luman F. MATTHEWS, County Supervisor, **St.**
Louis County, Missouri; Frank L.
 Martini, Chairman; Tom Dunne, James H. J.
 McNary, Eugene Buechler, James A.
 Singer, Harold D. Carey and L. Gordon Davis,
 Members, County Council, **St. Louis**
 County, Missouri; Harry Konetzky, Purchasing
 Agent, **St. Louis** County, Missouri,
 and Clarence Hackmann, Auditor for **St. Louis**
 County, Missouri, Respondents.
 No. 44548.

Dec. 13, 1954.

Rehearing Denied Jan. 10, 1955.

Original proceeding in mandamus upon application of **Board of Election Commissioners of St. Louis** County to compel County Supervisor, County Council, Purchasing Agent, and County Auditor, to award contract for voting **machines** to company designated by **Board**. The Supreme Court, Hollingsworth, J., held that County Budget Law section providing that all contracts and purchases made by governing body of county shall be let to lowest and best bidder after due opportunity for competition and that all bids may be rejected and new bids advertised for does not vest County Council with discretion in designating type and number of voting machines to be used in County so as to overrule selection made by Board of Election Commissioners, and that mandamus would issue.

Alternative writ made peremptory.

West Headnotes

[1] Courts  **207.4(3)**

106k207.4(3) Most Cited Cases

(Formerly 106k207(4))

Where Supreme Court had waived rule that it would

issue no original remedial writs when adequate relief could be obtained in lower court to entertain proceeding to compel purchase of voting machines upon good faith plausible insistence by Board of Election Commissioners that decision was of great urgency and public importance due to coming elections, even though it later developed that matter could not be disposed of soon enough to permit purchasing of machines in time for election, court would retain jurisdiction and dispose of case on merits. 42 V.A.M.S. Supreme Court Rules, rule 1.23; V.A.M.S.Const. art. 5, § 3.

[2] Counties  **113(1)**

104k113(1) Most Cited Cases

Statute placing duty upon governing body of county to pay for purchase or rental of voting machines neither directly nor impliedly authorizes body to designate type or number of machines provided. Section 121.020 RSMo 1953 Supp., V.A.M.S.

[3] Counties  **117**

104k117 Most Cited Cases

(Formerly 104k17)

County budget law section providing that all contracts and purchases of county shall be let to lowest and best bidder and that all bids may be rejected and new bids advertised for, did not vest **St. Louis** County Council with discretion to designate type or number of voting **machines** to be used in county so as to overrule bid selected by **Board of Election Commissioners**, solely on basis that Council preferred a different type of **machine** and not on basis that bid was not lowest and best obtainable. Section 50.660 RSMo 1949, V.A.M.S.; Sections 121.010 to 121.270 RSMo 1953 Supp., V.A.M.S.

[4] Counties  **21.5**

104k21.5 Most Cited Cases

(Formerly 104k211/2)

The provisions of county charter and ordinances which are in conflict with prior or subsequent statutes relating to governmental matters must yield.

[5] Elections  **198**

144k198 Most Cited Cases

Statutes pertaining to conduct of the elections are governmental in scope.

Sections 113.050 to 113.110 RSMo 1949, V.A.M.S.;

Sections 121.010 to 121.270 RSMo 1953 Supp.

V.A.M.S.

[6] Counties  120

104k120 Most Cited Cases

Provision of charter of County of St. Louis authorizing council to establish procedures governing making of county purchases and ordinance, enacted pursuant thereto, creating Division of Purchasing and providing that all bids for purchases may be rejected and new bids advertised for, neither directly nor impliedly vests County Council with any discretion other than to purchase supplies at best bids obtainable.

[7] Counties  47

104k47 Most Cited Cases

[7] Counties  91

104k91 Most Cited Cases

[7] Counties  92

104k92 Most Cited Cases

[7] Elections  54

144k54 Most Cited Cases

Board of Elections Commissioners of St. Louis County is vested with power and duty to designate type and number of voting **machines** to be used in county, and upon requisition duly made by **Board**, Supervisor, County Council, Purchasing Agent and County Auditor are charged with ministerial duty of effecting purchase of such **machines**. Sections 50.660, 113.050 to 113.110 RSMo 1949, V.A.M.S.; Sections 121.010 to 121.270 RSMo 1953 Supp., V.A.M.S.

[8] Mandamus  84

250k84 Most Cited Cases

Where Board of Election Commissioners of St. Louis County designated, within amount of indebtedness authorized by voters, number and type of voting machines to be purchased and made requisition upon Supervisor, County Council, Purchasing Agent, and County Auditor for purchase but they unlawfully refused to perform their ministerial duty to comply and resolved to accept bid of another manufacturer, mandamus would issue upon application of Board to compel them to honor Board's requisition. Sections 50.660, 113.050 to 113.110 RSMo 1949, V.A.M.S.; Sections 121.010 to 121.270 RSMo 1953 Supp., V.A.M.S.

[9] Appeal and Error  835(2)

30k835(2) Most Cited Cases

Contention made for first time on petition to rehear would not be considered.

*287 Robert T. Hensley, David R. Hensley, Hensley & Hensley, St. Louis, for relators.

John J. McAtee, County Counselor of St. Louis County, Clayton, C. W. Detjen, Asst. County Counselor, St. Louis, for respondents.

HOLLINGSWORTH, Judge.

Relators constitute the Board of Election Commissioners of the County of St. Louis and prosecute this action as such and also as voters and taxpayers of said county. Respondents are, respectively, the Supervisor, the members of the Council, the Purchasing Agent and the Auditor of said county. The petition seeks our writ of mandamus commanding respondents to award a contract to Shoup Voting **Machine** Corporation for the purchase of 400 voting **machines** of certain type and specifications for use in the conduct of **elections** in **St. Louis** County. Upon issuance of the alternative writ, respondents made return thereto, denying the right of relators to designate the type and number of **machines** to be purchased for use in said county, and asserting that the right to select and purchase voting **machines** was vested in them as the governing body of the county.

[1] The petition was filed on July 15, 1954, at which time it was in good faith plausibly insisted by relators that an early decision of the issue was of great urgency and public importance in order to effect the procurement of such **machines** for use in the November, 1954, **election**. We, therefore, waived our Rule 1.23 Supreme Court Rules, 42 V.A.M.S., and assumed jurisdiction. But, due to the time required in making up the issues and in docketing the cause for argument on October 8, 1954, it became impossible to finally determine the matter in time to enable the acquisition of **machines** by either of the parties for use in said **election**. However, inasmuch as the cause has now been briefed, orally argued and submitted in this court, we will dispose of it on the merits. See Art. V, § 3, Constitution of Missouri, V.A.M.S.; *288 State ex rel. Board, etc., St. Louis Public Schools v. Tracy, 94 Mo. 217, 6 S.W. 709.

In 1953, Laws 1953, p. 720, § § 121.010 to 121.270 RSMo. 1949, Cum.Supp., V.A.M.S., the Legislature enacted a voting **machine** law, authorizing adoption of voting **machines** for use in any or all precincts in which registration is required. Concededly, it is applicable to **St. Louis** County. In an effort to obtain

the benefits of its provisions, the following steps were taken:

On February 9, 1954, pursuant to a special election held under the provisions of § 121.020, the qualified voters of St. Louis County, by a vote of more than two-thirds majority, approved the acquisition and use of voting machines and authorized the issuance of the county's bonds in the amount of \$650,000 for the purchase thereof. Thereafter, relators made an extended survey and study of voting machines suitable for use in the county and, on May 8, 1954, by unanimous written report, recommended the purchase and use of machines designated as '50 row, combination electrical manual operated machines of the vertical ballot type arrangement', certifying in said report, among other things, that such machines afforded: (1) better arrangement of the ballot and greater legibility, (2) front tabulating counters, (3) greater security features, and (4) safeguards to prevent lost votes.

On May 21, 1954, in the manner prescribed by § 50.660 of the County Budget Law and its charter and ordinances, St. Louis County advertised for bids on machines of the aforesaid type and for bids on several other types of machines. On May 28, 1954, two bids were received, one from Shoup Voting Machine Corporation and one from Automatic Voting Machine Corporation. Shoup offered 400 of its machines for a price of \$645,536. Automatic offered 400 of its machines for a price of \$618,800.

On June 21, 1954, relators in a letter to, respondent supervisor, requested that the Shoup offer be accepted for the purchase of 'four-hundred (400) ten (10) column, fifty (50) row combination electrically and manually operated Voting machines with Front reading counters at a total price of Six-hundred forty-five thousand, five hundred and thirty six dollars (\$645,536.00)', and enclosed a requisition covering such purchase. The letter also stated:

'The Board wishes to point out that while this bid is higher than that of the Automatic Voting Machine Corporation by Twenty-six thousand, seven hundred and thirty-six dollars (\$26,736.00) and that seventeen (17) more machines of the Automatic Corporation could be purchased with the same amount of money, nevertheless, the Shoup Machine is more desirable and has certain advantages to the voters and to the efficient administration of elections in St. Louis County which far outweigh the difference in cost. The advantages of the Shoup machine with the vertical type ballot arrangement were fully set forth in the

Board's Report, recently forwarded to you, members of the St. Louis County Council, members of the St. Louis County Citizens Public Works, Financial Advisory Committee and other interested citizens and groups. Briefly, the Election Board is of the unanimous opinion that the Shoup machine has a more legible and more easily understood ballot arrangement which would make the task of instructing the voters easier and less costly and would reduce confusion on the part of the voters on election day. The Board is convinced that the front counters on the face of the Shoup machine under each candidate's name are alone worth the difference in cost between the two (2) machines. The front counter arrangement would do more to eliminate the serious problem of tabulation errors than would the rear counter machine. Furthermore, the Board is convinced that the security features of the Shoup machine are superior to the Automatic machine and also justify the additional cost. * * *

*289 'The Board also requests that the St. Louis County Council provide funds for the acquisition of the additional machines needed by St. Louis County, as set forth in the Board's said report. The Shoup Company will rent additional machines for One-hundred and fifty dollars (\$150.00) each per year, the rental to apply on the purchase price of the machines and will also sell additional machines to St. Louis County on installment notes at a rate of interest not to exceed 2 1/4% annually. The Board requests that the purchase of the initial Four-hundred (400) machines not be delayed pending the negotiations for additional machines.'

Respondents refused to honor the requisition and respondent auditor refused to certify that there were unencumbered bond funds to permit payment of the purchase of the machines specified in the requisition. On the contrary, the county council, on July 7, 1954, adopted a resolution 'that the bid of the Automatic Voting Machine Corporation for 40 column manually operated voting machines be and it is hereby approved and accepted for the outright purchase of as many machines as may be acquired out of the available bond issue funds, and that additional machines to bring the total to 600 machines be rented with the option to purchase, in accordance with the terms of the bid of the Automatic Voting Machine Corporation, and that the County Supervisor be and he is hereby directed to enter into a contract in behalf of St. Louis County to be approved by the County Counselor, for such purchase, rental and option agreement, and that the bid of the Shoup Voting Machine Corporation be not approved.'

CERTIFIED COPY OF ORDER

238 -2007

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 5th day of June 20 07

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

Now on this day the County Commission of the County of Boone does hereby award bid 32-17MAY07 Printer and Server Maintenance Term & Supply to System Resources Missouri, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract

Done this 5th day of June, 2007.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
PRINTER AND SERVER MAINTENANCE TERM AND SUPPLY**

THIS AGREEMENT dated the 5 day of June 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **System Resources Missouri, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for Printer and Server Maintenance Term and Supply, County of Boone Request for Bid, bid number 32-17MAY07, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated May 3, 2007 and executed by Steve A. Selman, Jr. on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, any applicable addenda, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - The contract period shall begin on date of award and extend through **April 30, 2008**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Printer and Server Maintenance as identified and responded to in the Contractor's Response Form. Printer and Server Maintenance will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

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

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

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

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

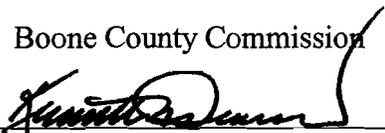
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

SYSTEM RESOURCES MISSOURI, INC.

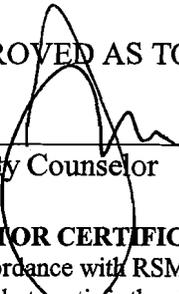
BOONE COUNTY, MISSOURI

by 
 title President
 address 6609 Rogers Ave Suite #3
Folt Smith PR 72903

by: Boone County Commission

 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:


 County Counselor


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

		County-Wide Term/Supply
<u>No encumbrance required</u>	<u>5/30/07</u>	<u>1170-60050</u>
Signature	Date	Appropriation Account
<u>by cef</u>		

4. Response Form

4.1. Company Name: System Resources Missouri, Inc.

4.2. Address: 6609 Rogers Ave Suite #3

4.3. City/Zip: Fort Smith AR 72903

4.4. Phone Number: 888.544.4426 479.484.1700

4.5. Fax Number: 479.484.1701

4.6. E-Mail Address: Steve@SystemResources.com

4.7. Federal Tax ID: 20-2201871

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

4.8. **PRICING** - The bidder must complete the following pages in their entirety for each printer and server outlined. The bidder must also complete and return Exhibit A, Prior Experience.

RENEWALS - The bidder shall indicate below the maximum increase for each potential renewal period.

- 4.8.1. AS
- 4.8.1.1. 2 % 1st Renewal Period
- 4.8.1.2. 2 % 2nd Renewal Period

4.9. **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.**

4.9.1. Authorized Representative (Sign By Hand):

Steve A. Selman Jr.

4.9.2. Type or Print Signed Name:

Steve A. Selman Jr.

4.9.3. Today's Date: 5-3-2007

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

X Yes _____ No

EXHIBIT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:**

Company Name: Franklin County Govt.
Address: 400 East Locust Room 4
Union MO 63084
Contact Name: Jeannette Stuckhoff
Telephone Number: 636.583.6395

Date of Contract: February 1, 2001

Length of Contract: One year Renewals July 1 every year.

Description of Prior Services (include dates): IBM, HP, and Lexmark hardware maintenance.

2. **Prior Services Performed for: Camden County Govt.**

Company Name: Camden County Govt.
Address: 1 Court Circle #2
Camden MD 65020
Contact Name: Wes Bearden
Telephone Number: 573.317.0784

Date of Contract: Oct 1, 2001

Length of Contract: One year with renewal July 1

Description of Prior Services (include dates): IBM Line printer and IBM Server Hardware maintenance.

3. **Prior Services Performed for: Jefferson County Govt.**

Company Name: Jefferson County Courthouse
Address: 4225 W. Pine Blvd
St. Louis MO 63108
Contact Name: Randy Mueller (Rejis)
Telephone Number: 314.535.1950

Date of Contract: Jan 1, 1998

Length of Contract: one year with one year renewals

Description of Prior Services (include dates): IBM maintenance on laser, Line, impac and midrange servers

EXHIBIT A
PRIOR EXPERIENCE (continued)

4. Prior Services Performed for:

Company Name: St. FRANCIS Sheriff's Assessor
Address: 1550 Doubet ROAD
Farmington MO
Contact Name: GPD Crites
Telephone Number: ~~573~~. 573. 756. 3252

Date of Contract: 2-1-1997

Length of Contract: one year with renewals

Description of Prior Services (include dates): IBM Server & Line printer
Hardware MAINTENANCE.

5. Prior Services Performed for:

Company Name: State Fair Community College
Address: 3201 W. 16th street
Sedalia MO 65301-2199
Contact Name: Kathy Pierce
Telephone Number: ~~660~~. 660. 530. 5800

Date of Contract: July 1, 2001

Length of Contract: One year with renewal July 1

Description of Prior Services (include dates):

Printer's Server Hardware Break/Fix MAINTENANCE Agreement

→ Sister Company, Emission Computer Associates, in AR HAS
4 counties and three cities with same service profile.

4.11. Boone County Information Technology Equipment

MAKE	MODEL	DESCRIPTION	BC TAG #	SERIAL #	DEPT	MONTHLY COST
4.11.1. Assessor						
IBM	4317001	Laser Printer	11576	140082	Assessor	\$ 10 ⁻
HP	C7063A	2200DN	13085	USBG080645	Assessor	\$ 9 =
Lexmark	4520001	T520	13631	99042LB	Assessor	\$ 10
Lexmark	5024010	C720	13477	5500411	Assessor	\$ 20
4.11.1. SUBTOTAL-ASSESSOR						\$ 49
4.11.2. Auditor						
Lexmark	Optra SC 1275N	Printer	11974	1157014	Auditor	\$ 20 ⁻
HP	2100M	Printer	12694	USGV08447	Auditor	\$ 8 ⁻
HP	2100M	Printer	12695	USGV084388	Auditor	\$ 8 ⁻
HP	2100M	Printer	12696	USGV084397	Auditor	\$ 8 ⁻
4.11.2. SUBTOTAL-AUDITOR						\$ 44 ⁻
4.11.3. Child Services						
Lexmark	404912R	404912R	14570	11H0312	Child Services	\$ 9 ⁻
HP	C4253A	4050N	12133	USBC042131	Child Services	\$ 9
4.11.3. SUBTOTAL-CHILD SERVICES						\$ 18 ⁻
4.11.4. Clerk						
Xerox	N2825	Docuprint N2825	12711	KY5004594	Clerk	\$ 13 ⁻
Xerox	N2825	Docuprint N2825	12761	KY5004996	Clerk	\$ 13 ⁻
HP	Laserjet 4050N	Printer	11965	USBC042128	Clerk	\$ 9
HP	Laserjet 4	Printer	8166	USTC043781	Clerk	\$ 9 ⁻
HP	Laserjet 2200N	Printer	13087	USBGV06460	Clerk	\$ 9.00
HP	Laserjet 2200N	Printer	13088	USBGD06880	Clerk	\$ 9.00
HP	2100M	Printer	12700	USGV086418	Clerk	\$ 8 ⁻
HP	2100M	Printer	12701	USGV084371	Clerk	\$ 8 ⁻
HP	2200DN	Printer	13086	USBRB01005	Clerk	\$ 9 ⁰⁰
4.11.4. SUBTOTAL-CLERK						\$ 87
4.11.5. Collector						
Lexmark	10G0223	Laser T630N	14189	9916T7L	Collector	\$ 10
Lexmark	10G0223	Laser T630N	14193	9916T7R	Collector	\$ 10
Lexmark	10G0223	Laser T630N	14194	9916T7H	Collector	\$ 10
Lexmark	10G0223	Laser T630N	15401	4107337	Collector	\$ 10
HP	4050	Printer	11967	USBC042069	Collector	\$ 9 ⁻
4.11.5. SUBTOTAL-COLLECTOR						\$ 49 ⁻

MAKE	MODEL	DESCRIPTION	BC TAG #	SERIAL #	DEPT	MONTHLY COST
4.11.6. Facilities Maintenance						
HP	2200N	Printer	13082	USBRC01117	FM	\$ 9 ⁰⁰
4.11.6. SUBTOTAL-FACILITIES MAINTENANCE						\$ 9 ⁻
4.11.7. GIS						
Lexmark	T520	Printer	13628	9905F29	GIS	\$ 10
4.11.7. SUBTOTAL-GIS						\$ 10 ⁻
4.11.8. Human Resources						
HP	Laserjet 4	Printer	8736	USFC150625	HR	\$ 9 ⁻
Lexmark	T520	Printer	13474	9904217	HR	\$ 10 ⁻
HP	2100TN	Printer	12605	USGW157695	HR	\$ 8 ⁻
4.11.8. SUBTOTAL-HUMAN RESOURCES						\$ 27 ⁻
4.11.9. Information Technology						
Lexmark	1275N	Printer	11963	1157021	IT	\$ 15 ⁻
HP	4050TN	Laserjet 4050TN	12319	USQL059050	IT	\$ 9 ⁻
Lexmark	T520	Printer	13625	9904269	IT	\$ 10 ⁻
Lexmark	T520	Printer	13732	A025113	IT	\$ 10 ⁻
4.11.9. SUBTOTAL-INFORMATION TECHNOLOGY						\$ 44
4.11.10. Mail Service						
HP	Laserjet 4	Printer	8637	USTB053377	Mail Svc	\$ 9 ⁻
4.11.10. SUBTOTAL-MAIL SERVICE						\$ 9 ⁻
4.11.11. Planning						
HP	2200N	Printer	13084	USBRB01012	Planning	\$ 9 ⁰⁰
HP	2200N	Printer	13083	USBRD00430	Planning	\$ 9 ⁰⁰
4.11.11. SUBTOTAL-PLANNING						\$ 18 ⁻
4.11.12. Prosecuting Attorney						
HP	Laserjet 4	Printer	8653	USTB053109	PA	\$ 9 ⁻
HP	4050	Printer	11973	USBC042119	PA	\$ 9 ⁻
HP	4050	Printer	11968	USBB130518	PA	\$ 9 ⁻
HP	4050	Printer	11966	USBB130945	PA	\$ 9 ⁻
Lexmark	Optra S 1620	Printer	11235	11P9739	PA	\$ 9 ⁻
Lexmark	Optra SC 1275N	Printer	11969	1156870	PA	\$ 20
Lexmark	Optra S 1620	Printer	11244	11P9731	PA	\$ 9 ⁻
HP	2200N	Printer	13089	USBGC05955	PA	\$ 9 ⁰⁰
HP	2200N	Printer	13090	USBGB06463	PA	\$ 9 ⁰⁰
Lexmark	4520001	T520	13476	99042LC	PA	\$ 10 ⁻
Lexmark	10G0223	Laser T630N	14190	9916T7C	PA	\$ 10
Lexmark	10G0223	Laser T630N	14192	9916T7N	PA	\$ 10

MAKE	MODEL	DESCRIPTION	BC TAG #	SERIAL #	DEPT	MONTHLY COST
Lexmark	I0G0223	Laser T630N	14195	9916T79	PA	\$ 10
Lexmark	4520001	T520	14508	99042LG	PA	\$ 10
Konica/Minolta	2400W	Laser Magicolor	14908	8321018119	PA	\$ 20
4.11.12. SUBTOTAL-PROSECUTING ATTORNEY						\$ 62
4.11.13. Public Administrator						
HP	Laserjet 4Plus	Printer	9179	USFC270911	Public Adm	\$ 9
HP	Laserjet 2200N	Printer	13074	USBGC02762	Public Adm	\$ 9
HP	Laserjet 4Plus	Printer	8656	USTB053384	Public Adm	\$ 9
4.11.13. SUBTOTAL-PUBLIC ADMINISTRATOR						\$ 27
4.11.14. Public Works						
HP	C2005A	Laserjet 4Plus	10283	USFB220402	PW	\$ 9
HP	C4111A	Laserjet 5000N	11597	USC1023823	PW	\$ 12
HP	C4111A	Laserjet 5000N	13741	USC3005780	PW	\$ 12
Lexmark	Q2428A	T520	13822	9904WXX	PW	\$ 10
HP	Q2475A	Laserjet 2300DN	14322	CNBFB52804	PW	\$ 9
HP	Q2428A	Laserjet 4200DTN	14323	USDNL20314	PW	\$ 9
HP	5021-001	C510	14571	5500526	PW	\$ 20
4.11.14. SUBTOTAL-PUBLIC WORKS						\$ 81
4.11.15. Purchasing						
Lexmark	4059345	OptraSC 1275N	11972	1156312	Purchasing	\$ 20
Lexmark	4520001	T520	13475	99042LD	Purchasing	\$ 10
4.11.15. SUBTOTAL-PURCHASING						\$ 30
4.11.16. Recorder						
HP	C4171A	2100M	12708	USGV084387	Recorder	\$ 8
HP	C4171A	2100M	12709	USGV084396	Recorder	\$ 8
HP	C4254A	4050TN	12710	USQL059059	Recorder	\$ 9
Lexmark	4520001	T520	13629	99042LA	Recorder	\$ 10
Lexmark	4520001	T520	13630	99042LF	Recorder	\$ 10
Lexmark	5024010	C720N	13764	5500311	Recorder	\$ 20
HP	C4171A	2100M	12708	USGV084387	Recorder	\$ 8
4.11.16. SUBTOTAL-RECORDER						\$ 73
4.11.17. Sheriff						
HP	C4253A	Laserjet 4050	11964	USBC042132	Sheriff	\$ 9
HP	C7063A	2200N	13078	USBGC05957	Sheriff	\$ 9 ⁰⁰
HP	C7063A	2200N	13079	USBGB06452	Sheriff	\$ 9 ⁰⁰
HP	C7063A	2200N	13080	USBGB06461	Sheriff	\$ 9 ⁰⁰

MAKE	MODEL	DESCRIPTION	RC TAG #	SERIAL #	DEPT	MONTHLY COST
HP	C7063A	2200N	13091	USBGC05959	Sheriff	\$ 9 ⁰⁰
HP	C4171A	2100M	12703	USGV084375	Sheriff	\$ 8 ⁻
HP	C4171A	2100M	12704	USGV084372	Sheriff	\$ 8 ⁻
HP	C4171A	2100M	12707	USGV084399	Sheriff	\$ 8 ⁻
Lexmark	4520001	T520	13626	9905F2L	Sheriff	\$ 10 ⁻
Lexmark	4520001	T520	13627	9905F2M	Sheriff	\$ 10 ⁻
Lexmark	4069212	Optra T	13146	11CYTP1	Sheriff	\$ 10
Lexmark	5060001	C750	13524	9400KVF	Sheriff	\$ 20 ⁻
Okidata	390	Microline 390 Turbo	15648	AE51017848D0	Sheriff	\$ 10 ⁻
Okidata	390	Microline 390 Turbo	14758	408D4013066	Sheriff	\$ 10 ⁻
Okidata	390	Microline 390 Turbo	14759	408D4013065	Sheriff	\$ 10 ⁻
Lexmark	Optra T	Optra T	13146	11CYTP1	Sheriff	\$ 10 ⁻
Magic Card	Rio ID Card	Rio ID Card	13610	67435	Sheriff	\$ 16
4.11.17. SUBTOTAL-SHERIFF						\$ 125
4.11.18. Treasurer						
HP	C4171A	2100M	12699	USGV086409	Treasurer	\$ 8 ⁻
4.11.18. SUBTOTAL-TREASURER						\$ 8 ⁻
4.11.19. Voter Registration						
HP	C2010A	Laserjet 4SI	8577	USDB348066	Voter Reg	\$ 9 ⁻
HP	C7063A	2200N	13092	USBGC05968	Voter Reg	\$ 9 ⁰⁰
Lexmark	4049RA1	Optra R+	11400	11ATF16	Voter Reg	\$ 9 ⁻
4.11.19. SUBTOTAL-VOTER REGISTRATION						\$ 27 ⁻
4.11.20. Scanners						
Fujitsu	M3097DE	Scanner	12303	231	Recorder	\$ 18
Fujitsu	M3097DE	Scanner	12306	266	Recorder	\$ 18 ⁻
Fujitsu	M3097DE	Scanner	12299	217	Voter Reg	\$ 18 ⁻
4.11.20. SUBTOTAL-SCANNERS						\$ 54 ⁻
4.11.21. Servers						
Compaq	230449-999	Proliant DL380R	13259	D151JZG1M19 8	GIS	\$ 40
Compaq	230449-999	Proliant DL380R	13260	D151JZG1M07 4	GIS	\$ 40
Compaq	161077-999	DL360	13729	6121JZS1E01S	IT	\$ 40
Dell		PE2600	13731	1427921	IT	\$ 40
Compaq	386746-001	Proliant 1600	12070	D941CNJ1K448	IT	\$ 40
Gateway		E3600	13744	27351197	Public Works	\$ 40
4.11.21. SUBTOTAL-SERVERS						\$ 240 ⁻

4.12. Callaway County Equipment

MAKE	MODEL	DESCRIPTION	SERIAL #	DEPT	MONTHLY COST
4.12.1. MAIL TO: Boone County Juvenile Justice Center, 5665 N. Roger I. Wilson Memorial Drive, Columbia, MO 65202					
HP	4550N	LASERJET PRINTER - Color	JPNCB30563	JUV. JUSTICE-COL.	\$ 20
HP	4250	LASERJET PRINTER	CNRXJ74750	JUV. JUSTICE-COL.	\$ 9
HP	4250	LASERJET PRINTER	CNRXC93430	JUV. JUSTICE-COL.	\$ 9
4.12.1. TOTAL-BOONE COUNTY JUVENILE JUSTICE CENTER					\$ 38
4.12.2. MAIL TO: Callaway Juvenile Office, PO Box 465, Fulton, MO 65251					
HP	4200N	LASER PRINTER W/ JETDIRECT	USBNS302879	CALL. JUV. OFFICE	\$ 9
HP	4100N	LASER PRINTER W/ JETDIRECT	USBDJ07539	CALL. JUV. OFFICE	\$ 9
4.12.2. TOTAL-CALLAWAY COUNTY JUVENILE OFFICE					\$ 18
4.12.3. MAIL TO: Callaway Courthouse, 10 N. 5th Street, Fulton, MO 65251					
HP	4200N	LASERJET	CNBX229650	CIRCUIT CLERK	\$ 9
HP	4200N	LASERJET	CNBX21839	CIRCUIT CLERK	\$ 9
HP	4000N	LASERJET	USGNH11753	CIRCUIT CLERK	\$ 9
HP	4050N	LASERJET	USBC157891	CIRCUIT CLERK	\$ 9-
HP	3000	INKJET	SG42BDD0Q	CIRCUIT CLERK	\$ 20-
HP	2300N	LASERJET	JPBFG20811	CIRCUIT CLERK	\$ 9 9
HP	4000N	LASERJET	USEB021839	PROBATE	\$ 9-
HP	4250N	LASERJET	CNRXR00482	JURY	\$ 9-
4.12.3. TOTAL-CALLAWAY COURTHOUSE					\$ 83

4.13. Circuit Court Equipment-MAIL TO: Circuit Court Information Technology, Boone County Courthouse, 701 E. Walnut, Columbia, MO 65201

MAKE	MODEL	DESCRIPTION	SERIAL #	DEPT	MONTHLY COST
4.13.1. Circuit Court					
HP	5100TH	LASERJET PRINTER	CNCN109675	CIRCUIT COURT	\$ 12 ⁻
HP	2430N	LASERJET PRINTER	CNGKJ37628	CIRCUIT COURT	\$ 9 ⁻
HP	2430N	LASERJET PRINTER	CNGKK38671	CIRCUIT COURT	\$ 9 ⁻
HP	3800N	LASERJET PRINTER COLOR	CNYBB86882	CIRCUIT COURT	\$ 20
HP	2300N	LASERJET PRINTER	CNBFC77659	CIRCUIT COURT	\$ 9 ⁻
HP	2200DN	LASERJET PRINTER	USBGB10222	CIRCUIT COURT	\$ 9 ⁰⁰
HP	4200N	LASERJET PRINTER	USBNP05600	CIRCUIT COURT	\$ 9 ⁻
HP	4100N	LASERJET PRINTER	USBGC12793	CIRCUIT COURT	\$ 9 ⁻
HP	2200DN	LASERJET PRINTER	USBRB10624	CIRCUIT COURT	\$ 9 ⁰⁰
HP	4000N	LASERJET PRINTER	USRB039920	CIRCUIT COURT	\$ 9 ⁻
HP	5Si	LASER PRINTER W/ 200 SHEET TRAY	USLK212095	CIRCUIT COURT	\$ 15 ⁻
4.13.1. SUBTOTAL-CIRCUIT COURT					\$ 119
4.13.2. Juvenile Office					
HP	2430N	LASERJET PRINTER	CNGKJ40644	JUVENILE OFFICE	\$ 9 ⁻
HP	4050N	LASERJET PRINTER	USBB220780	JUVENILE OFFICE	\$ 9 ⁻
HP	4100N	LASERJET PRINTER	USBDC13982	JUVENILE OFFICE	\$ 9 ⁻
HP	4100N	LASERJET PRINTER	USBDF05020	JUVENILE OFFICE	\$ 9 ⁻
HP	3700N	LASERJET PRINTER COLOR	CNLBB36428	JUVENILE OFFICE	\$ 20
HP	2430N	LASERJET PRINTER	CNGKK38684	JUVENILE OFFICE	\$ 9 ⁻
4.13.2. SUBTOTAL-JUVENILE OFFICE					\$ 65
4.13.3. Clerk's Office					
HP	4250N	LASERJET PRINTER	CNBFC77659	CLERK'S OFFICE	\$ 9 ⁻
HP	4050N	LASERJET PRINTER	USBB328293	CLERK'S OFFICE	\$ 9 ⁻
HP	2430N	LASERJET PRINTER	CNGKJ37627	CLERK'S OFFICE	\$ 9 ⁻
HP	4250N	LASERJET PRINTER	CNBXD17242	CLERK'S OFFICE	\$ 9 ⁻
HP	2430N	LASERJET PRINTER	CNGKJ37632	CLERK'S OFFICE	\$ 9 ⁻
HP	2430N	LASERJET PRINTER	CNGKJ32916	CLERK'S OFFICE	\$ 9 ⁻
HP	4250N	LASERJET PRINTER	CNBXB25140	CLERK'S OFFICE	\$ 9 ⁻
4.13.3. SUBTOTAL-CLERK'S OFFICE					\$ 63

SUMMARY

SECTION TOTALS	
4.11.1. ASSESSOR	\$ 49 ⁻
4.11.2. AUDITOR	\$ 44 ⁻
4.11.3. CHILD SERVICES	\$ 18 ⁻
4.11.4. CLERK	\$ 87 ⁻
4.11.5. COLLECTOR	\$ 49 ⁻
4.11.6. FACILITIES MAINTENANCE	\$ 9 ⁻
4.11.7. GIS	\$ 10 ⁻
4.11.8. HUMAN RESOURCES	\$ 27 ⁻
4.11.9. INFORMATION TECHNOLOGY	\$ 44 ⁻
4.11.10. MAIL SERVICE	\$ 9 ⁻
4.11.11. PLANNING	\$ 18 ⁻
4.11.12. PROSECUTING ATTORNEY	\$ 162 ⁻
4.11.13. PUBLIC ADMINISTRATOR	\$ 27 ⁻
4.11.14. PUBLIC WORKS	\$ 81 ⁻
4.11.15. PURCHASING	\$ 30 ⁻
4.11.16. RECORDER	\$ 73 ⁻
4.11.17. SHERIFF	\$ 175 ⁻
4.11.18. TREASURER	\$ 8 ⁻
4.11.19. VOTER REGISTRATION	\$ 27 ⁻
4.11.20. SCANNERS	\$ 54 ⁻
4.11.21. SERVERS	\$ 270 ⁻
4.12.1. BOONE CO. JUVENILE JUSTICE CENTER	\$ 38
4.12.2. CALLAWAY COUNTY JUVENILE OFFICE	\$ 18
4.12.3. CALLAWAY COURTHOUSE	\$ 83 ⁻
4.13.1. CIRCUIT COURT	\$ 119
4.13.2. CIRCUIT COURT- JUVENILE OFFICE	\$ 65
4.13.3. CIRCUIT COURT-CLERK'S OFFICE	\$ 63 ⁻
GRAND TOTAL	\$ 1627 ⁻



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

Request for Bid (RFB)

Heather Turner, CPPB, Senior Buyer

(573) 886-4392 – Fax: (573) 886-4390

Email: hturner@boonecountymo.org

Bid Data

Bid Number: **32-17MAY07**
Commodity Title: **Printer & Server Maintenance Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, MAY 17, 2007**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **THURSDAY, MAY 17, 2007**
Time: **10:30 A.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Conditions of Bidding**
- 2.0: Primary Specifications**
- 3.0: Response Presentation and Review**
- 4.0: Response Form
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from Date of Award through April 30, 2008 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of Printer and Server Maintenance and Repair Services as specified herein.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through April 30, 2008. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
 - 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.
 - 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. **If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid.** County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.6. **TECHNICAL REQUIREMENTS**
 - 2.6.1. Cost of services shall include all parts, labor and mileage to any County office.
 - 2.6.2. **Repair Locations** - All service(s) shall be provided at the County sites described below or in Section 4 of this request.
 - 2.6.3. **Boone County Information Services Response Schedule** - All service provided to locations listed in section 4.11. must be provided Monday through Friday, 8:00 a.m. to 5:00 p.m. *Contractor must coordinate and update all requests through the County Information Technology Helpdesk.*
 - 2.6.4. **Boone County Circuit Court Response Schedule** - All service listed in section 4.12. and 4.13. must be provided Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 2.6.5. **Response Time Requirements** - A **MAXIMUM** of eight (8) business hours response time will be allowed for all computer equipment located in Boone County or Callaway County. A **MAXIMUM** of four (4) hours response time will be allowed for all server equipment. If servers can not be serviced within that time frame, the contractor is required to provide loaner equipment until equipment is repaired.
 - 2.6.6. **Documentation:** The documentation of all repairs shall be kept by the contractor and shall indicate date and times of service calls and identify equipment repaired or replaced. The contractor must also provide documentation for review upon request by the department.
- 2.7. **SPECIAL CONDITIONS AND REQUIREMENTS**
 - 2.7.1. **ALL SERVICE CONTRACT PRICING WILL BE FOR THE EQUIPMENT AS IS.** If a pre-bidding inspection of the equipment is desired, the Bidder will incur the expense for performing such inspections. Arrangement for these inspections must be made through the Boone County Purchasing Department. Request for inspection **MUST** be made prior to May 4, 2007. This will allow enough time to schedule a minimum number of interruptions for the departments involved and address any questions or clarifications that may result from said inspections.

2.7.2. The quantity, type, and description of the equipment to be covered are listed in Section 4 of this request. The County reserves the right to increase or decrease equipment listed. Additional equipment shall be covered upon receipt of written notification from the County. Contractor will honor prices submitted in this bid for additional items that are like or equal to other equipment listed in the bid response. If additional pricing is provided, this information must be submitted to the Information Technology Department prior to the first billing. The County will provide 30 days written notice to the Contractor for the deletion of any equipment.

2.8. **BID SUBMISSION REQUIREMENTS**

2.8.1. Bidder must show a minimum of two (2) years experience maintaining similar types of equipment. Bidder is required to submit five (5) references of contracts similar to this size on attached Exhibit A.

2.9. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

2.9.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$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.

2.9.2. **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.

2.9.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

2.9.4. **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.

- 2.9.5. **Insurance Certifications:** 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 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. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, 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.
- 2.11. **DESIGNEE** - Service and billing locations are as follows:
 - 2.11.1. **Section 4.11.** - Billing for all equipment listed in this section shall be sent to Boone County Information Technology, 801 E. Walnut, Room 221, Columbia, MO 65201. The Contractor shall provide separate invoices for each department identified in section 4.11. of this request. Service shall be provided at each location listed in this section
 - 2.11.2. **Section 4.12.** - Billing for all equipment in this section shall be sent to the addresses noted in each part of section 4.12. Service shall be provided at each location listed in this section.
 - 2.11.3. **Section 4.13.** - Billing for all equipment listed in this section shall be sent to Circuit Court Information Technology, Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201.
- 2.12. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, **PRIOR TO BID OPENING**, to Heather Turner, CPPB, 601 E. Walnut, Room 209, Columbia, Missouri 65201 via fax at: (573) 886-4390 or email at: hturner@boonecountymmo.org.

3. Response Presentation and Review

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

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. **PRICING** – The bidder must complete the following pages in their entirety for each printer and server outlined. The bidder must also complete and return Exhibit A, Prior Experience.

RENEWALS – The bidder shall indicate below the maximum increase for each potential renewal period.

4.8.1. _____

4.8.1.1. _____ % 1st Renewal Period

4.8.1.2. _____ % 2nd Renewal Period

4.9. **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.**

4.9.1. Authorized Representative (Sign By Hand): _____

4.9.2. Type or Print Signed Name: _____

4.9.3. Today's Date: _____

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

_____ Yes _____ No

4.11. Boone County Information Technology Equipment

MAKE	MODEL	DESCRIPTION	BC TAG #	SERIAL #	DEPT	MONTHLY COST
4.11.1. Assessor						
IBM	4317001	Laser Printer	11576	140082	Assessor	\$
HP	C7063A	2200DN	13085	USBG080645	Assessor	\$
Lexmark	4520001	T520	13631	99042LB	Assessor	\$
Lexmark	5024010	C720	13477	5500411	Assessor	\$
4.11.1. SUBTOTAL-ASSESSOR						\$
4.11.2. Auditor						
Lexmark	Optra SC 1275N	Printer	11974	1157014	Auditor	\$
HP	2100M	Printer	12694	USGV08447	Auditor	\$
HP	2100M	Printer	12695	USGV084388	Auditor	\$
HP	2100M	Printer	12696	USGV084397	Auditor	\$
4.11.2. SUBTOTAL-AUDITOR						\$
4.11.3. Child Services						
Lexmark	404912R	404912R	14570	11H0312	Child Services	\$
HP	C4253A	4050N	12133	USBC042131	Child Services	\$
4.11.3. SUBTOTAL-CHILD SERVICES						\$
4.11.4. Clerk						
Xerox	N2825	Docuprint N2825	12711	KY5004594	Clerk	\$
Xerox	N2825	Docuprint N2825	12761	KY5004996	Clerk	\$
HP	Laserjet 4050N	Printer	11965	USBC042128	Clerk	\$
HP	Laserjet 4	Printer	8166	USTC043781	Clerk	\$
HP	Laserjet 2200N	Printer	13087	USBGV06460	Clerk	\$
HP	Laserjet 2200N	Printer	13088	USBGD06880	Clerk	\$
HP	2100M	Printer	12700	USGV086418	Clerk	\$
HP	2100M	Printer	12701	USGV084371	Clerk	\$
HP	2200DN	Printer	13086	USBRB01005	Clerk	\$
4.11.4. SUBTOTAL-CLERK						\$
4.11.5. Collector						
Lexmark	10G0223	Laser T630N	14189	9916T7L	Collector	\$
Lexmark	10G0223	Laser T630N	14193	9916T7R	Collector	\$
Lexmark	10G0223	Laser T630N	14194	9916T7H	Collector	\$
Lexmark	10G0223	Laser T630N	15401	4107337	Collector	\$
HP	4050	Printer	11967	USBC042069	Collector	\$
4.11.5. SUBTOTAL-COLLECTOR						\$

MAKE	MODEL	DESCRIPTION	BC TAG #	SERIAL #	DEPT	MONTHLY COST
4.11.6. Facilities Maintenance						
HP	2200N	Printer	13082	USBRC01117	FM	\$
4.11.6. SUBTOTAL-FACILITIES MAINTENANCE						\$
4.11.7. GIS						
Lexmark	T520	Printer	13628	9905F29	GIS	\$
4.11.7. SUBTOTAL-GIS						\$
4.11.8. Human Resources						
HP	Laserjet 4	Printer	8736	USFC150625	HR	\$
Lexmark	T520	Printer	13474	9904217	HR	\$
HP	2100TN	Printer	12605	USGW157695	HR	\$
4.11.8. SUBTOTAL-HUMAN RESOURCES						\$
4.11.9. Information Technology						
Lexmark	1275N	Printer	11963	1157021	IT	\$
HP	4050TN	Laserjet 4050TN	12319	USQL059050	IT	\$
Lexmark	T520	Printer	13625	9904269	IT	\$
Lexmark	T520	Printer	13732	A025113	IT	\$
4.11.9. SUBTOTAL-INFORMATION TECHNOLOGY						\$
4.11.10. Mail Service						
HP	Laserjet 4	Printer	8637	USTB053377	Mail Svc	\$
4.11.10. SUBTOTAL-MAIL SERVICE						\$
4.11.11. Planning						
HP	2200N	Printer	13084	USBRB01012	Planning	\$
HP	2200N	Printer	13083	USBRD00430	Planning	\$
4.11.11. SUBTOTAL-PLANNING						\$
4.11.12. Prosecuting Attorney						
HP	Laserjet 4	Printer	8653	USTB053109	PA	\$
HP	4050	Printer	11973	USBC042119	PA	\$
HP	4050	Printer	11968	USBB130518	PA	\$
HP	4050	Printer	11966	USBB130945	PA	\$
Lexmark	Oprta S 1620	Printer	11235	11P9739	PA	\$
Lexmark	Optra SC 1275N	Printer	11969	1156870	PA	\$
Lexmark	Optra S 1620	Printer	11244	11P9731	PA	\$
HP	2200N	Printer	13089	USBGC05955	PA	\$
HP	2200N	Printer	13090	USBGB06463	PA	\$
Lexmark	4520001	T520	13476	99042LC	PA	\$
Lexmark	10G0223	Laser T630N	14190	9916T7C	PA	\$
Lexmark	10G0223	Laser T630N	14192	9916T7N	PA	\$

MAKE	MODEL	DESCRIPTION	BC TAG #	SERIAL #	DEPT	MONTHLY COST
Lexmark	10G0223	Laser T630N	14195	9916T79	PA	\$
Lexmark	4520001	T520	14508	99042LG	PA	\$
Konica/Minolta	2400W	Laser Magicolor	14908	8321018119	PA	\$
4.11.12. SUBTOTAL-PROSECUTING ATTORNEY						\$
4.11.13. Public Administrator						
HP	Laserjet 4Plus	Printer	9179	USFC270911	Public Adm	\$
HP	Laserjet 2200N	Printer	13074	USBGC02762	Public Adm	\$
HP	Laserjet 4Plus	Printer	8656	USTB053384	Public Adm	\$
4.11.13. SUBTOTAL-PUBLIC ADMINISTRATOR						\$
4.11.14. Public Works						
HP	C2005A	Laserjet 4Plus	10283	USFB220402	PW	\$
HP	C4111A	Laserjet 5000N	11597	USC1023823	PW	\$
HP	C4111A	Laserjet 5000N	13741	USC3005780	PW	\$
Lexmark	Q2428A	T520	13822	9904WXX	PW	\$
HP	Q2475A	Laserjet 2300DN	14322	CNBF52804	PW	\$
HP	Q2428A	Laserjet 4200DTN	14323	USDNL20314	PW	\$
HP	5021-001	C510	14571	5500526	PW	\$
4.11.14. SUBTOTAL-PUBLIC WORKS						\$
4.11.15. Purchasing						
Lexmark	4059345	OptraSC 1275N	11972	1156312	Purchasing	\$
Lexmark	4520001	T520	13475	99042LD	Purchasing	\$
4.11.15. SUBTOTAL-PURCHASING						\$
4.11.16. Recorder						
HP	C4171A	2100M	12708	USGV084387	Recorder	\$
HP	C4171A	2100M	12709	USGV084396	Recorder	\$
HP	C4254A	4050TN	12710	USQL059059	Recorder	\$
Lexmark	4520001	T520	13629	99042L4	Recorder	\$
Lexmark	4520001	T520	13630	99042LF	Recorder	\$
Lexmark	5024010	C720N	13764	5500311	Recorder	\$
HP	C4171A	2100M	12708	USGV084387	Recorder	\$
4.11.16. SUBTOTAL-RECORDER						\$
4.11.17. Sheriff						
HP	C4253A	Laserjet 4050	11964	USBC042132	Sheriff	\$
HP	C7063A	2200N	13078	USBGC05957	Sheriff	\$
HP	C7063A	2200N	13079	USBGB06452	Sheriff	\$
HP	C7063A	2200N	13080	USBGB06461	Sheriff	\$

MAKE	MODEL	DESCRIPTION	BC TAG #	SERIAL #	DEPT	MONTHLY COST
HP	C7063A	2200N	13091	USBGC05959	Sheriff	\$
HP	C4171A	2100M	12703	USGV084375	Sheriff	\$
HP	C4171A	2100M	12704	USGV084372	Sheriff	\$
HP	C4171A	2100M	12707	USGV084399	Sheriff	\$
Lexmark	4520001	T520	13626	9905F2L	Sheriff	\$
Lexmark	4520001	T520	13627	9905F2M	Sheriff	\$
Lexmark	4069212	Optra T	13146	11CYTP1	Sheriff	\$
Lexmark	5060001	C750	13524	9400KVF	Sheriff	\$
Okidata	390	Microline 390 Turbo	15648	AE51017848D0	Sheriff	\$
Okidata	390	Microline 390 Turbo	14758	408D4013066	Sheriff	\$
Okidata	390	Microline 390 Turbo	14759	408D4013065	Sheriff	\$
Lexmark	Optra T	Optra T	13146	11CYTP1	Sheriff	\$
Magic Card	Rio ID Card	Rio ID Card	13610	67435	Sheriff	\$
4.11.17. SUBTOTAL-SHERIFF						\$
4.11.18. Treasurer						
HP	C4171A	2100M	12699	USGV086409	Treasurer	\$
4.11.18. SUBTOTAL-TREASURER						\$
4.11.19. Voter Registration						
HP	C2010A	Laserjet 4SI	8577	USDB348066	Voter Reg	\$
HP	C7063A	2200N	13092	USBGC05968	Voter Reg	\$
Lexmark	4049RA1	Optra R+	11400	11ATF16	Voter Reg	\$
4.11.19. SUBTOTAL-VOTER REGISTRATION						\$
4.11.20. Scanners						
Fujitsu	M3097DE	Scanner	12303	231	Recorder	\$
Fujitsu	M3097DE	Scanner	12306	266	Recorder	\$
Fujitsu	M3097DE	Scanner	12299	217	Voter Reg	\$
4.11.20. SUBTOTAL-SCANNERS						\$
4.11.21. Servers						
Compaq	230449-999	Proliant DL380R	13259	D151JZG1M19 8	GIS	\$
Compaq	230449-999	Proliant DL380R	13260	D151JZG1M07 4	GIS	\$
Compaq	161077-999	DL360	13729	6121JZS1E01S	IT	\$
Dell		PE2600	13731	1427921	IT	\$
Compaq	386746-001	Proliant 1600	12070	D941CNJ1K448	IT	\$
Gateway		E3600	13744	27351197	Public Works	\$
4.11.21. SUBTOTAL-SERVERS						\$

4.12. Callaway County Equipment

MAKE	MODEL	DESCRIPTION	SERIAL #	DEPT	MONTHLY COST
4.12.1. MAIL TO: Boone County Juvenile Justice Center, 5665 N. Roger I. Wilson Memorial Drive, Columbia, MO 65202					
HP	4550N	LASERJET PRINTER - Color	JPNCB30563	JUV. JUSTICE-COL.	\$
HP	4250	LASERJET PRINTER	CNRXJ74750	JUV. JUSTICE-COL.	\$
HP	4250	LASERJET PRINTER	CNRXC93430	JUV. JUSTICE-COL.	\$
4.12.1. TOTAL-BOONE COUNTY JUVENILE JUSTICE CENTER					\$
4.12.2. MAIL TO: Callaway Juvenile Office, PO Box 465, Fulton, MO 65251					
HP	4200N	LASER PRINTER W/ JETDIRECT	USBNS302879	CALL. JUV. OFFICE	\$
HP	4100N	LASER PRINTER W/ JETDIRECT	USBDJ07539	CALL. JUV. OFFICE	\$
4.12.2. TOTAL-CALLAWAY COUNTY JUVENILE OFFICE					\$
4.12.3. MAIL TO: Callaway Courthouse, 10 N. 5th Street, Fulton, MO 65251					
HP	4200N	LASERJET	CNBX229650	CIRCUIT CLERK	\$
HP	4200N	LASERJET	CNBX21839	CIRCUIT CLERK	\$
HP	4000N	LASERJET	USGNH11753	CIRCUIT CLERK	\$
HP	4050N	LASERJET	USBC157891	CIRCUIT CLERK	\$
HP	3000	INKJET	SG42BDD0Q	CIRCUIT CLERK	\$
HP	2300N	LASERJET	JPBFG20811	CIRCUIT CLERK	\$
HP	4000N	LASERJET	USEB021839	PROBATE	\$
HP	4250N	LASERJET	CNRXR00482	JURY	\$
4.12.3. TOTAL-CALLAWAY COURTHOUSE					\$

4.13. Circuit Court Equipment-MAIL TO: Circuit Court Information Technology, Boone County Courthouse, 701 E. Walnut, Columbia, MO 65201

MAKE	MODEL	DESCRIPTION	SERIAL #	DEPT	MONTHLY COST
4.13.1. Circuit Court					
HP	5100TH	LASERJET PRINTER	CNCN109675	CIRCUIT COURT	\$
HP	2430N	LASERJET PRINTER	CNGKJ37628	CIRCUIT COURT	\$
HP	2430N	LASERJET PRINTER	CNGKK38671	CIRCUIT COURT	\$
HP	3800N	LASERJET PRINTER COLOR	CNYBB86882	CIRCUIT COURT	\$
HP	2300N	LASERJET PRINTER	CNBFC77659	CIRCUIT COURT	\$
HP	2200DN	LASERJET PRINTER	USBGB10222	CIRCUIT COURT	\$
HP	4200N	LASERJET PRINTER	USBNP05600	CIRCUIT COURT	\$
HP	4100N	LASERJET PRINTER	USBGC12793	CIRCUIT COURT	\$
HP	2200DN	LASERJET PRINTER	USBRB10624	CIRCUIT COURT	\$
HP	400N	LASERJET PRINTER	USRB039920	CIRCUIT COURT	\$
HP	5Si	LASER PRINTER W/ 200 SHEET TRAY	USLK212095	CIRCUIT COURT	\$
4.13.1. SUBTOTAL-CIRCUIT COURT					\$
4.13.2. Juvenile Office					
HP	2430N	LASERJET PRINTER	CNGKJ40644	JUVENILE OFFICE	\$
HP	4050N	LASERJET PRINTER	USBB220780	JUVENILE OFFICE	\$
HP	4100N	LASERJET PRINTER	USBDC13982	JUVENILE OFFICE	\$
HP	4100N	LASERJET PRINTER	USBDF05020	JUVENILE OFFICE	\$
HP	3700N	LASERJET PRINTER COLOR	CNLBB36428	JUVENILE OFFICE	\$
HP	2430N	LASERJET PRINTER	CNGKK38684	JUVENILE OFFICE	\$
4.13.2. SUBTOTAL-JUVENILE OFFICE					\$
4.13.3. Clerk's Office					
HP	4250N	LASERJET PRINTER	CNBFC77659	CLERK'S OFFICE	\$
HP	4050N	LASERJET PRINTER	USBB328293	CLERK'S OFFICE	\$
HP	2430N	LASERJET PRINTER	CNGKJ37627	CLERK'S OFFICE	\$
HP	4250N	LASERJET PRINTER	CNBXD17242	CLERK'S OFFICE	\$
HP	2430N	LASERJET PRINTER	CNGKJ37632	CLERK'S OFFICE	\$
HP	2430N	LASERJET PRINTER	CNGKJ32916	CLERK'S OFFICE	\$
HP	4250N	LASERJET PRINTER	CNBXB25140	CLERK'S OFFICE	\$
4.13.3. SUBTOTAL-CLERK'S OFFICE					\$

SUMMARY

SECTION TOTALS	
4.11.1. ASSESSOR	\$
4.11.2. AUDITOR	\$
4.11.3. CHILD SERVICES	\$
4.11.4. CLERK	\$
4.11.5. COLLECTOR	\$
4.11.6. FACILITIES MAINTENANCE	\$
4.11.7. GIS	\$
4.11.8. HUMAN RESOURCES	\$
4.11.9. INFORMATION TECHNOLOGY	\$
4.11.10. MAIL SERVICE	\$
4.11.11. PLANNING	\$
4.11.12. PROSECUTING ATTORNEY	\$
4.11.13. PUBLIC ADMINISTRATOR	\$
4.11.14. PUBLIC WORKS	\$
4.11.15. PURCHASING	\$
4.11.16. RECORDER	\$
4.11.17. SHERIFF	\$
4.11.18. TREASURER	\$
4.11.19. VOTER REGISTRATION	\$
4.11.20. SCANNERS	\$
4.11.21. SERVERS	\$
4.12.1. BOONE CO. JUVENILE JUSTICE CENTER	\$
4.12.2. CALLAWAY COUNTY JUVENILE OFFICE	\$
4.12.3. CALLAWAY COURTHOUSE	\$
4.13.1. CIRCUIT COURT	\$
4.13.2. CIRCUIT COURT- JUVENILE OFFICE	\$
4.13.3. CIRCUIT COURT-CLERK'S OFFICE	\$
GRAND TOTAL	\$

EXHIBIT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

EXHIBIT A
PRIOR EXPERIENCE (continued)

4. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

5. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

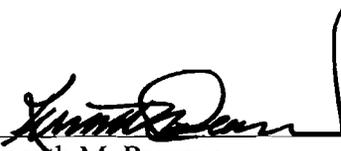
Heather Turner, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
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 shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

5. No autopsy shall be performed on any dead body when notification to the State Anatomical Board is required (Section 194.170 RSMo), unless authorized by the Secretary of the Board.
6. Upon receipt of the affidavits described above, unless the body is to be delivered to the custody of the State Anatomical Board, the County Commission shall verify with at least one social service agency that the deceased was known to be without sufficient means to support himself/herself.
7. If the body of an indigent person is not delivered to the custody of the State Anatomical Board, it shall be cremated upon authority of the medical examiner unless the closest next of kin, on a form prescribed by the County Commission, registers objection to cremation after due notice and before the expiration of 72 hours after death.
8. The County Commission will seek the cooperation of funeral homes in Boone County for the burial of indigents, and endeavor to rotate the undertaking fairly among them. Payment for burial/cremation shall be made only to a Boone County funeral home.
9. The County Commission shall maintain a register of the names of all persons for whom indigent burial is sought, indicating those for which payment was made, the times of/or receipt of notice, the amount, date and to whom paid, and whether the body was delivered to the State Board, cremated or buried; documentation proving indigence and associated papers shall be kept on file for at least five years.

Done this 17 of April, 2007.


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST

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

239-2007

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 5th day of June 20 07

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement with C & D Professional Services to remove the following equipment on the 3rd floor of the Government Center. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Inserter Machine, fixed asset tag 12126
Paragon Mailing System, fixed asset tag 12068

Done this 5th day of June, 2007.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

PURCHASE AGREEMENT

This agreement dated 5 day of June, 2007, is made by and between Boone County, Missouri through its County Commission (herein County) and Charles Downey, doing business as C&D Professional Services (herein Purchaser).

In consideration of the performance of the obligations set forth in this agreement the parties agree to the following:

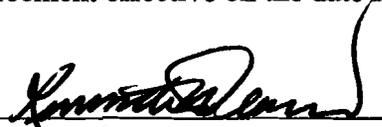
- 1) Background and Purpose of Agreement** – County desires to dispose of a mail inserter machine described as Pitney Bowes Series Seven Inserter System (inserter). County has determined that due to a limited market available for the resale of the inserter combined with the unique problems associated with removing this machine from County property that it is necessary and appropriate to dispose of this machine through a nominal sale to a private party in which such private party incurs the obligation to remove the equipment from County property at its own expense and liability in exchange for a nominal purchase price.
- 2) General Terms of Purchase and Sale** – In consideration of payment of \$100.00 and the Purchaser's agreement to remove or cause the removal from County property of the above listed inserter at its own expense and liability, County agrees to sell said machine to the Purchaser subject to the terms and conditions of this agreement for the sum of \$100.00. Payment of the purchase price and fulfillment of the Purchaser obligations under this agreement shall be evidenced by transfer of an invoice marked paid in full or transfer of bill of sale for the purchase price evidencing a transfer of title to the inserter machine from County to Purchaser.
- 3) Purchaser Obligations** – The Purchaser agrees to remove or cause the removal of the inserter from the third floor of the Roger I. Wilson Boone County Government Center within 6 months of the date of this agreement. The removal shall be arranged by Purchaser in conjunction with appropriate County officials and the time and date of such removal shall be agreed upon by both parties. Purchaser acknowledges that removal of the inserter will require Purchaser to contract with a reputable contractor with appropriate machinery and equipment and qualified trained personnel to remove and replace a window on the third floor of the Government Center, remove the mail inserter through use of the crane and related equipment, and transport of the inserter to a location designated by Purchaser. Any contractor or contractor chosen by Purchaser to perform these services shall be approved by County and any and all such contractors shall have appropriate general liability insurance and other applicable insurance in such forms and in amounts as may be approved by County to insure County against any damage or loss to property, or injury or damage to person, which may occur during removal operations. Removal operations shall be arranged in order to avoid disruption to County government services and shall be conducted expeditiously so that the entire removal including removal and replacement of

windows and repair of any damage shall occur in accordance with a schedule which is pre-approved by County.

4) Condition of Inserter – In executing this agreement Purchaser acknowledges that Purchaser has examined the inserter and any available manuals and materials which County may have in connection with it prior to purchase and that Purchaser deems such inserter to be in suitable condition for Purchaser’s purposes. As such, the inserter referenced above is sold “as is, where is” without warranty or representation of any type or kind as to condition or suitability for any particular purpose. Purchaser acknowledges that the mail inserter is used equipment, may not be serviceable by qualified manufacturer representatives, and that there may be a limited availability of maintenance service providers or parts for such machine. Considering the foregoing, Purchaser nonetheless desires to purchase the mail inserter for and solely for the consideration herein provided and does so without recourse of any type or kind against the County.

5) Miscellaneous – The parties agree that this purchase agreement is made in Boone County, Missouri and its interpretation and enforcement shall be pursuant to the laws of the State of Missouri. Any action to enforce any term and condition of this agreement shall be brought in the Circuit Court of Boone County, Missouri, or in the event of federal jurisdiction, within the United States District Court for the Western District of Missouri, Central Division.

IN WITNESS WHEREOF the parties have executed this Purchase Agreement effective on the date first above written



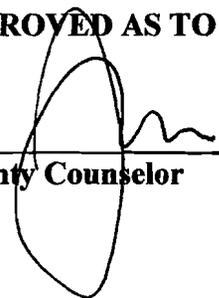
Presiding Commissioner
Boone County, Missouri



Charles Downey,
d/b/a C & D Professionals Services

ATTEST:


County Clerk

APPROVED AS TO FORM:


County Counselor

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
Revenue Only - No Encumbrance
Auditor _____ Date _____
Required. KA 5/30/07

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 5th day of June 20 07

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

Now on this day the County Commission of the County of Boone does accept the judgment and order establishing the Cross Creek Transportation Development District.

Done this 5th day of June, 2007.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner



Deborah K. Deuster
(612-2339 (Fax)
ddeuster@armstrongteasdale.com

MISSOURI

KANSAS

CALIFORNIA

ILLINOIS

NEVADA

WASHINGTON, DC

SHANGHAI

ATTORNEYS AT LAW

May 29, 2007

Wendy Noren
Boone County Clerk
801 E. Walnut, Room 236
Columbia, MO 65201-7731

Re: Cross Creek Transportation Development District - Sales Tax Election

Dear Ms. Noren:

On May 9, 2007, the Office of the Circuit Clerk of Boone County filed with the records of the Court and certified the Unanimous Petition for the election of a ½% sales tax for the Cross Creek Transportation Development District pursuant to the Order for Election entered in Division 1 of the Circuit Court of Boone County, Missouri, on April 23, 2007. This procedure is authorized by Section 238.235 of the Revised Statutes of Missouri – the Missouri Transportation Development District Act.

Please find enclosed a copy of the Court’s Order of Election; a copy of the Unanimous Petition certified by the Circuit Clerk and filed and entered upon the records of the Circuit Court of Boone County on May 9, 2007; and a copy of Section 238.235 of the Revised Statutes of Missouri.

Pursuant to Section 238.235 of the Revised Statutes of Missouri, please file this certified copy of the Unanimous Petition and cause it to be put on the next agenda of the County Commission agenda for the next meeting date, as convenient, and cause the Certification and Unanimous Petition to be spread upon the records of Boone County.

Thank you for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact my office.

Sincerely,

Deborah K. Deuster

DKD/cnh
Enclosures

