

419-2006

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

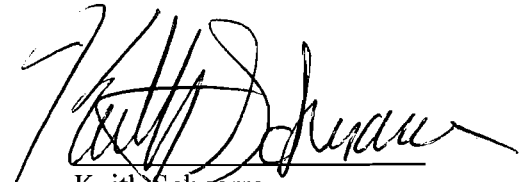
October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 19th day of October 20 06

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

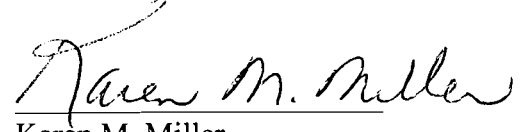
Now on this day the County Commission of the County of Boone does hereby award bid 69-14SEP06 Timing & Signal Control Equipment to Midwest Radio Systems, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

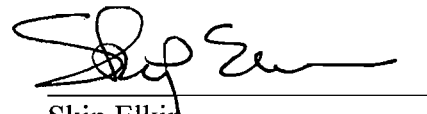
Done this 19th day of October, 2006.


Keith Schmarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
TIMING & SIGNAL CONTROL EQUIPMENT**

THIS AGREEMENT dated the 19 day of October 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Midwest Radio Systems, 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 the Timing & Signal Control Equipment, bid number **69-14SEP06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, Attachment A, as well as the Contractor's bid response dated September 12, 2006 and executed by Rose Bell, 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 terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and Attachment A shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:

- Item 4.8.1. – Spetracom 8195B Master Time Base Oscillators & Equip: 5 @ \$4,900 = \$24,500
- Item 4.8.2. – Spetracom 8143 Distribution Amplifiers: 5 @ \$2,300 = \$11,500
- Item 4.8.3. – Spetracom 1118-B CTCSS Interface Boards: 10 @ \$663 = \$6,630
- Item 4.8.4. – Convex DLP-19 Mounting Panels: 10 @ \$58.90 = \$589.00
- Item 4.8.5. – Convex VDL-RS-12 Variable Delay Line Boards: 10 \$700 = \$7,000
- Item 4.8.6. – Convex DAC-12 Power Adapters: 10 @ \$24.25 = \$242.50
- For a total cost of \$50,461.50

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within six to eight weeks after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all 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

4. Response Form

- 4.1. Company Name: Midwest Radio Systems, Inc.
- 4.2. Address: 216 Roberta Dr.
- 4.3. City/Zip: Bismarck, mo 63624
- 4.4. Phone Number: 573-734-2355
- 4.5. Fax Number: 573-734-1119
- 4.6. E-Mail Address: rose@midwestradiosystems.com
- 4.7. Federal Tax ID: 43-1845392
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.8. PRICING

		Unit Price	Qty	Extended Price
4.8.1.	Spectracom 8195B Master Time Base Oscillators and all associated equipment as per Section 2.3.1.	\$ <u>4900.00</u>	5	\$ <u>24500.00</u>
4.8.2.	Spectracom 8143 Distribution Amplifiers	\$ <u>2300.00</u>	5	\$ <u>11500.00</u>
4.8.3.	Spectracom 1118-B CTCSS Interface Boards	\$ <u>663.00</u>	10	\$ <u>6630.00</u>
4.8.4.	Convex DLP-19 Mounting Panels	\$ <u>58.90</u>	10	\$ <u>589.00</u>
4.8.5.	Convex VDL-RS-12 Variable Delay Line Boards	\$ <u>700.00</u>	10	\$ <u>7000.00</u>
4.8.6.	Convex DAC-12 Power Adapters	\$ <u>24.25</u>	10	\$ <u>242.50</u>
4.8.7.	TOTAL			\$ <u>50461.50</u>

4.9. Describe Warranty Features:

Spectracom 5 year Factory warranty.
Convex 1 year Factory warranty.

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

4.10.1. Authorized Representative (Sign By Hand):

Rose Bell

Date: 9/12/06

4.10.2. Print Name and Title of Authorized Representative

Rose Bell, President

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

 Yes X No

4.12. Delivery ARO: 6 to 8 weeks

ATTACHMENT A
(Please complete and return with Response Page)

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.

Rose Bell, President
Name and Title of Authorized Representative

Rose Bell
Signature

9/12/06
Date



Request For Bid (RFB)

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

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

Bid Data

Bid Number: **69-14SEP06**
Commodity Title: **Timing and Signal Control Equipment**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, SEPTEMBER 14, 2006**
Time: **10:30 AM (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

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

Bid Opening

Day / Date: **THURSDAY, SEPTEMBER 14, 2006**
Time: **10:30 AM**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

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

1. Introduction and General Conditions of Bidding

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of Timing and Signal Control Equipment with all manufacturer’s standard equipment and those features as outlined below.
- 2.2. **GENERAL SPECIFICATIONS**
 - 2.2.1. This specification covers precision, high stability signal oscillators, amplifiers, and interface boards to be used in a VHF simulcast radio system operated in Boone County, MO. Additionally, the specifications cover audio boards that provide precision, programmable time delay for the processing of transmit audio signals.
 - 2.2.2. The operation of the VHF simulcast radio system relies on precision control of transmitter frequency, signal amplitude, and timing—all of which are derived from a stable master oscillator at each transmit site. Additionally, the system must retain critical phase of transmitted signals which requires precision time delay at each transmit site.
 - 2.2.3. The County will be responsible for installation, programming, and overall system operation.
 - 2.2.4. The Contractor will be responsible for furnishing the products in the quantity and condition specified.
 - 2.2.5. The Contractor must furnish equipment that is new, tested, and of the latest manufacturing version or type.
 - 2.2.6. If the manufacturer has introduced products that supercede the stated model numbers in this specification, such later model products must be furnished. However, all equipment provided must at least meet the performance specifications of the model numbers of the specified equipment.
- 2.3. **SPECTRACOM BRAND MASTER OSCILLATOR EQUIPMENT MINIMUM TECHNICAL SPECIFICATIONS**
 - 2.3.1. The contractor must provide five (5) Spectracom brand high-stability master oscillators. Each oscillator must be equipped as follows:
 - 2.3.1.1. Model 8195B Master Time Base Oscillator, nominal 120VAC input,
 - 2.3.1.2. OPTION 14, CTCSS outputs 1 and 2,
 - 2.3.1.3. OPTION 17, CTCSS outputs 3 and 4, and
 - 2.3.1.4. Model 8225 outdoor antenna.
 - 2.3.2. The contractor must provide five (5) Spectracom Model 8143 Distribution Amplifiers with nominal 120VAC input.
 - 2.3.3. The contractor must provide ten (10) Spectracom Model 1118-B CTCSS Interface boards used in conjunction with the County’s transmitters and the model 8195B Master Oscillators.
- 2.4. **CONVEX BRAND TIME DELAY EQUIPMENT MINIMUM TECHNICAL SPECIFICATIONS**
 - 2.4.1. The contractor must provide ten (10) Model DLP-19 Mounting Panels, each to accommodate four individual VDL series time delay boards.
 - 2.4.2. The contractor must provide ten (10) Model VDL-RS-12 Variable Delay Line Boards.
 - 2.4.3. The contractor must provide ten (10) Model DAC-12 Power Adapters to power the above mounting shelves. One power adapter will supply power for four VDL boards, which are installed in one mounting shelf.
- 2.5. **SUBSTITUTIONS** - No substitutions shall be accepted.
- 2.6. **WARRANTY** - The bidder shall include a description of the manufacturer’s warranty included with each piece of equipment.
- 2.7. **DESIGNEE** – Columbia/Boone County Joint Communications
 - 2.7.1. **Contact** – Heather Turner, Boone County Purchasing Department 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: 573-886-4392 Facsimile: 573-886-4390 Email: hturner@boonecountymmo.org
 - 2.7.2. **Delivery** – All equipment shall be delivered FOB Destination to the Boone County Sheriff’s Department located at 2121 County Drive, Columbia, MO 65202.
- 2.8. **DEBARMENT CERTIFICATION** - Suspension and debarment requirements contained in 44CFR13.35 prohibit the County of Boone-Missouri from contracting with or making subawards of federal funding to parties that are suspended or debarred or whose principals are suspended or debarred. Bidder should complete and return the attached Debarment Certification, Attachment A, with their bid response. This document must be satisfactorily completed prior to award of the contract.

3. Response Presentation and Review

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

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.8. PRICING

		Unit Price	Qty	Extended Price
4.8.1.	Spectracom 8195B Master Time Base Oscillators and all associated equipment as per Section 2.3.1.	\$ _____	5	\$ _____
4.8.2.	Spectracom 8143 Distribution Amplifiers	\$ _____	5	\$ _____
4.8.3.	Spectracom 1118-B CTCSS Interface Boards	\$ _____	10	\$ _____
4.8.4.	Convex DLP-19 Mounting Panels	\$ _____	10	\$ _____
4.8.5.	Convex VDL-RS-12 Variable Delay Line Boards	\$ _____	10	\$ _____
4.8.6.	Convex DAC-12 Power Adapters	\$ _____	10	\$ _____
4.8.7.	TOTAL			\$ _____

4.9. Describe Warranty Features:

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

4.10.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.10.2. Print Name and Title of Authorized Representative

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

_____ Yes _____ No

4.12. Delivery ARO: _____

ATTACHMENT A
(Please complete and return with Response Page)

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.

Name and Title of Authorized Representative

Signature

Date



Standard Terms and Conditions

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

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

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

**Boone County Purchasing
Heather Turner
Senior Buyer**



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

“NO BID” RESPONSE FORM

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

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

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

Bid Number 69-14SEP06 Timing and Signal Control Equipment

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: October 6, 2006
RE: 69-14SEP06 –Timing & Signal Control Equipment

The Bid for the Timing & Signal Control Equipment for the Sheriff Department closed on September 14, 2006. Three bids were received. Purchasing, Joint Communication and the Sheriff's department recommend award to Midwest Radio Systems for offering the lowest and best bid for the County.

Total cost of contract is \$50,461.50 and will be paid out of account 2901 – Sheriff Operations – LE Sales Tax, department 91300 – Machinery & Equipment. \$66,000.00 was originally budgeted and \$73,078 remains in the account at this time.

cc: Captain Braun, Sheriff
Bid File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 19th day of October 20 06


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

Now on this day the County Commission of the County of Boone does hereby award bid 73-28SEP06 Tucker School Road Bridge Project and Thomas Hill Low Water Crossing Project to Widel, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

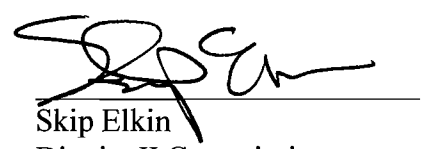
Done this 19th day of October, 2006.


Keith Schmarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Widel, Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 73-28SEP06
Tucker School Road Bridge Project and Thomas Hill Low Water Crossing Project
 Project No. 06-333 & 06-409
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$171,406.80 and the Thomas Hill Add Alternate in the amount of \$6,626.50 for a total contract amount of \$178,033.30.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications-Tucker School Precast Slab Bridge
16. Technical Specifications-Thomas Hill Low Water Crossing
17. Special Provisions
18. Affidavit—Prevailing Wage
19. State Wage Rates-Annual Wage Order No. 13
20. Boone County Standard Terms and Conditions
21. Plan Sheets-Tucker School Precast Slab Bridge
22. Plan Sheets-Thomas Hill Low Water Crossing
23. CORPS Permit-Tucker School Precast Slab Bridge
24. CORPS Permit-Thomas Hill Low Water Crossing
25. Geotechnical Report-Tucker School Precast Slab Bridge

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

One Hundred Seventy Eight Thousand Thirty Three Dollars and Thirty Cents (\$178,033.30)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 10-19-2006 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: *Keith Schrage*
Keith Schrage, Presiding Commissioner

ATTEST:

CONTRACTOR: **Widel, Inc.**

Wendy S Noren
Wendy Noren, County Clerk

By: *Elizabeth Widel*
Authorized Representative Signature

By: ELIZABETH WIDEL
Authorized Representative Printed Name

Title: president

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

AUDITOR CERTIFICATION

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 the contract do not create a measurable county obligation at this time.)

2045/71100 - \$178,033.30

Jane E. Pitchford
Signature *by ccf*

10/16/06
Date

Appropriation Account

REVISED BID FORM
Tucker School Road Bridge Project
 Project No. 06-333

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

Tucker School Road Precast Slab Bridge Project BID FORM				
Description	Quantity	Unit	Unit Price	Extended Total
Mobilization	1	LS	4250.00	4250.00
Construction Staking	1	LS	1500.00	1500.00
Traffic Control	1	LS	1250.00	1250.00
Removals	1	LS	4100.00	4100.00
Seeding/Fertilizing/Mulching	1	LS	1400.00	1400.00
Excavation	673	CY	4.00	2692.00
Embankment	244	CY	4.00	976.00
Type II Rock Blanket	228	SY	22.85	5209.80
Precast Concrete Slab Units	1	LS	38,600.00	38,600.00
Structural Steel Piles	320	LF	41.00	13,120.00
Preboring	230	LF	67.00	15,410.00
Class D P.C.C.	68	CY	390.00	26,520.00
Reinforcing Steel	5400	LBS	1.24	6,696.00
6" Thick Type C Asphaltic Concrete	218	SY	44.00	9,592.00
4" Thick Type I Rolled Stone	65	TON	20.50	1,332.50
Guardrail	140	LF	43.00	6,020.00
2" Surface Rock	84	TON	22.00	1,848.00
4" Base Rock	166	TON	19.50	3,237.00
BASE BID TOTAL - Alternate 1:				143,753.30

Thomas Hill Road Low Water Crossing Project BID FORM

BASE BID:

Description	Quantity	Unit	Unit Price	Extended Total
Mobilization	1	LS	2600.00	2600.00
Construction Staking	1	LS	1200.00	1200.00
Traffic Control	1	LS	800.00	800.00
Removals	1	LS	1000.00	1000.00
Seeding/Fertilizing/Mulching	1	LS	1000.00	1000.00
Excavation	195	CY	6.80	1326.00
Embankment	45	CY	10.00	450.00
Type 1 Rock Blanket	140	SY	24.00	3360.00
6" Thick Class A Portland Cement Concrete	415	SY	26.00	10790.00
4" Thick Type 1 Rolled Stone	450	SY	2.85	1282.50
2" Surface Rock	50	TON	21.00	1050.00
4" Base Rock	115	TON	21.00	2415.00
Object Marker Signs	4	EA	95.00	380.00
BASE BID TOTAL:				34,280.00
ADD ALTERNATE:				6,221.50
Biaxial Geogrid	450	SY	7.97	3586.50
6" Thick 1-1/2" Minus Aggregate	160	TON	19.00	3040.00
ADD ALTERNATE TOTAL:				143,753.30
COMPLETE TOTAL:				178,033.30

5
R8
R8



SAFECO Insurance Company
PO Box 34526
Seattle, WA 98124-1526

ST NATIONAL SURETY

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Widel, Inc.

of 5700 M Hwy., Blackwater, MO 65322 (hereinafter called the Principal),

as Principal, and FIRST NATIONAL INSURANCE COMPANY OF AMERICA

(hereinafter called the Surety), as Surety are held and firmly bound unto Boone County Commission

(hereinafter called the Obligee) in the penal sum of Five Percent of Amount Bid

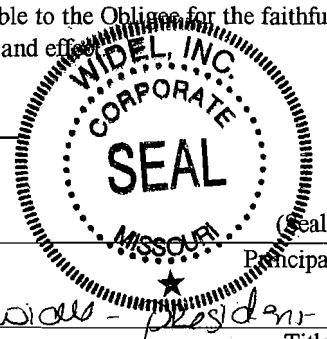
Dollars (\$ 5%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Tucker School Road Bridge & Thomas Hill Low Water Crossing Project

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 28th day of September, 2006



Saura Grathwohl
Witness

Widel, Inc. (Seal)
Principal
Eigala Widel - President
Title

Jessica Andrews
Witness

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
By Kris L. Bennett
Attorney-in-Fact



SAFECO Insurance Company
PO Box 34526
Seattle, WA 98124-1526

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri

County of Cole



ss.

On this 28th day of September, 2006, before me personally appeared Kris L. Bennett, known to me to be the Attorney-in-Fact of SAFECO INSURANCE COMPANY OF AMERICA, GENERAL INSURANCE COMPANY OF AMERICA, FIRST NATIONAL INSURANCE COMPANY OF AMERICA or SAFECO NATIONAL INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Missouri
County of Osage

(Seal)

JANET HASLAG
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COUNTY OF OSAGE
My Commission Expires: October 18, 2006



FIRST NATIONAL SURETY
PO BOX 34526
SEATTLE, WA 98124-1526

POWER
OF ATTORNEY

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
PO BOX 34526
SEATTLE, WA 98124-1526

No. 5462

KNOW ALL BY THESE PRESENTS:

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint
*****LOUIS A. LANDWEHR; KRIS L. BENNETT; CHARLES E. TRABUE; BEV BACKERS; Jefferson City, Missouri*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 16th day of June, 2003

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that use by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 28th day of September, 2006



CHRISTINE MEAD, SECRETARY

**IMPORTANT SURETY BOND INFORMATION
MISSOURI**

Your Safeco agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

MISSOURI SPECIFIC QUESTIONS

If you have been unable to contact or obtain information from your agent, you may contact Safeco at the following address and telephone:

AMERICAN STATES INSURANCE COMPANY
SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

Adams Building
4634 154th PL NE
Redmond, WA 98052

Mailing Address:
P.O. Box 34526
Seattle, WA 98124

Telephone #425-376-6535

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
BID #73-28SEP06 Tucker School Road Bridge Project and Thomas Hill Low Water Crossing Project**

**ADDENDUM #3
(Issued October 2, 2006)**

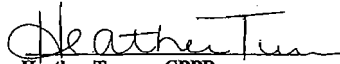
This addendum is issued in accordance with the Introduction and General Conditions of Bidding and is hereby incorporated into and made a part of the Contract Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bidder's *Response Form*.

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:

BID DOCUMENTS:

1. Replace BID FORM, page 5.1 in its entirety with attached BID FORM. The quantity for line item Class D P.C.C. was changed from 34 cubic yards to 68 cubic yards.
2. Replace Tucker School Road Bridge Project Profile Sheet, page 3 of 9 in its entirety with attached Tucker School Road Bridge Project Profile Sheet, page 3 of 9. On plan sheet, towards the bottom under "END BENT QUANTITY DETAILS" the changes are for the row referring to BCPW CLASS D CONCRETE. Under the columns for both "BENT #1 and BENT #2, 17 CUBIC YARDS" has been changed to "34 CUBIC YARDS." Under the column for "TOTAL, 34 CUBIC YARDS" has been changed to "68 CUBIC YARDS."

By:


Heather Turner, CPPB
Senior Buyer

BIDDER has examined copy of Addendum #3 to Request for Bid #73-28SEP06 Tucker School Road Bridge Project and Thomas Hill Low Water Crossing Project, receipt of which is hereby acknowledged:

Company Name: Widel Inc.

Address: 5700 M Hwy
Blackwater, MO 65322

Phone Number: 660-846-3791

Fax Number: 660-846-3595

Authorized Representative Signature: Laura Chatham

Date: 10/4/06

CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
BID #73-28SEP06 Tucker School Road Bridge Project and Thomas Hill Low Water Crossing Project

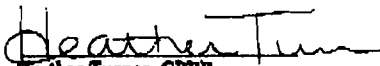
ADDENDUM #2
(issued September 27, 2006)

This addendum is issued in accordance with the Introduction and General Conditions of Bidding and is hereby incorporated into and made a part of the Contract 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:

BID DOCUMENTS:

- BID OPENING DATE CHANGE:** The bid opening date has been changed from Thursday, September 28, 2006 to Thursday, October 6, 2006. Bids must be turned in to the Purchasing Office at 801 E. Walnut, Room 208, Columbia, MO 65201 by no later than 1:15 p.m. on Thursday, October 5, 2006. Bids will then be opened in the Commission meeting at 1:30 p.m. in the Commission Chambers of the Government Center located at 801 E. Walnut, Columbia, MO 65201.

By: 
Heather Turner, CPFB
Senior Buyer

BIDDER has examined copy of Addendum #2 to Request for Bid #73-28SEP06 Tucker School Road Bridge Project and Thomas Hill Low Water Crossing Project, receipt of which is hereby acknowledged:

Company Name: Widel, Inc

Address: 5700 M Hwy
Blackwater, MO 65322

Phone Number: 660-846-3791

Fax Number: 660-846-3595

Authorized Representative Signature: Laura Grathwohl Date: 10-4-06

CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
BID #73-289EP06 Tucker School Road Bridge Project and Thomas Hill Low Water Crossing Project

ADDENDUM #1
(Issued September 22, 2006)

This addendum is issued in accordance with the Introduction and General Conditions of Bidding and is hereby incorporated into and made a part of the Contract 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:

BID DOCUMENTS:

1. Change the "working days" on the "Instructions to Bidders" page from 30 working days to 46 working days.

By:


Heather Turner, CPPB
Senior Buyer

BIDDER has examined copy of Addendum #1 to Request for Bid #73-289EP06 Tucker School Road Bridge Project and Thomas Hill Low Water Crossing Project, receipt of which is hereby acknowledged:

Company Name: Widel Inc.

Address: 5700 M Hwy
Blackwater, MO 65322

Phone Number: 660-846-3791

Fax Number: 660-846-3595

Authorized Representative Signature: Laura Grathwohl

Date: 10-4-06

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: WIDEL INC

By: Elizabeth Widel
(Signature)

ELIZABETH WIDEL
(Print or Type Name)

Title: PRESIDENT

Address: 5700 N Hwy

City, State, Zip: Blackwater MO 65322

Phone: 660 846 3791

Fax: 660 846 3595

Date: 9-26-06



STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: WIDEL INC
2. Business Address: 5700 N Hwy
BLACKWATER MO 65322
3. When Organized: 1980
4. When Incorporated: 2001
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:
5 Years
7. If you have done business under a different name, please give name and location:
Bob Widel Construction - 20541 K Hwy Blackwater Mo 65322
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: _____
See attached sheet
12. List of projects currently in progress: See attached sheet

* Attach additional sheets as necessary *

WIDEL INC

Jobs completed in LAST 4 YEARS:

NORTHERN Boone Co. Bridges #9806 - \$371,571.20

SOUTHERN Boone Co. Bridges #9670 - \$351,580.20

COOPER Co. Bryant Bottom Bridge #20200001 - \$901,164.62

COOPER Co. Hood Bridge #2980023 - \$100,242.00

JOB IN PROGRESS:

MONTGOMERY Co. Bridge #160021 - \$372,051.00

Note:

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE	ADDENDUM NUMBER
9-22-04	#1
9-27-04	#2
10-2-04	#3

COMPANY NAME: WIDEL INC

ADDRESS: 5700 N Hwy

CITY, STATE, ZIP Blackwater Mo 65322

PHONE NUMBER: 660-846-3791

AUTHORIZED REPRESENTATIVE: Elizabeth Widel

TITLE: President

SIGNATURE: Elizabeth Widel



ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF COOPER

Elizabeth Wied, being first duly sworn, deposes and
says that he is President
(Title of Person Signing)

of WIPER INC
(Name of Bidder)

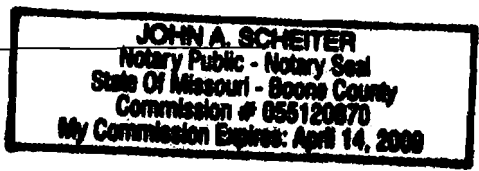
that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By Elizabeth Wied
By _____
By _____

Sworn to before me this 26th day of Sept, 2006
John A. Scheiter
Notary Public

My Commission Expires 4/14/09



SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

() sole individual () partnership () joint venture
 corporation, incorporated under laws of the state of Missouri

Dated _____, 20____
 Name of individual, all partners, or joint venturers:

Address of each:

Ernest Widel - President
Bob Widel - Secretary

21137 Oakwood Dr Blackwater Mo 65322
 " " "

doing business under the name of:

Address of principal place of business in Missouri:

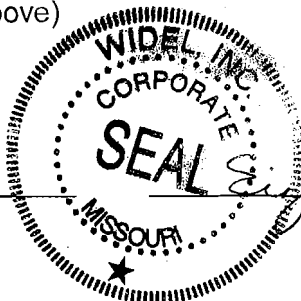
(If using a fictitious name, show this name above in addition to legal names.)

WIDEL INC
 (If a corporation - show its name above)

Blackwater Mo 65322

ATTEST:

Bob Widel
 (Secretary)



Ernest Widel - President
 (Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of COOPER

On this 26th day of Sept., 20 06

before me appeared Elizabeth Widel to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

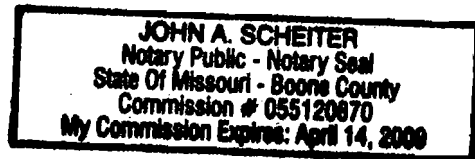
(if a corporation) that he is the President Elizabeth Widel
President or other agent

of WIDEL INC; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Boonville, Mo the day and year first above written.

(SEAL) John A. Scheiter Notary Public

My Commission expires 4/14, 20 09



ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID RJ
WIDEL-2

DATE (MM/DD/YYYY)
11/14/06

PRODUCER
Winter-Dent & Company
101 E. McCarty Street
P.O. Box 1046
Jefferson City MO 65102-1046
Phone: 573-634-2122 Fax: 573-636-7500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Widel, Inc.
5700 M Highway
Blackwater MO 65322

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	United Fire & Casualty Company	13021
INSURER B:	MO Employers Mutual Ins. Co.	10191
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	60338506	09/02/06	09/02/07	EACH OCCURRENCE	\$ 100000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
						MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	60338506	09/02/06	09/02/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	510460	09/02/06	09/02/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500000
						E.L. DISEASE - EA EMPLOYEE	\$ 500000
						E.L. DISEASE - POLICY LIMIT	\$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Tucker School Road Bridge Project & Thomas Hill Low Water Crossing Project; Project No. 06-333 & 06-409; Boone County, Missouri.

CERTIFICATE HOLDER

 BOONE18

 Boone County Commission of
 Columbia, Missouri
 601 E. Walnut- 2nd Floor
 Columbia MO 65201

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Jan Jones Russell

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID R.J
WIDEL-2

DATE (MM/DD/YYYY)
11/14/06

PRODUCER
Winter-Dent & Company
101 E. McCarty Street
P.O. Box 1046
Jefferson City MO 65102-1046
Phone: 573-634-2122 Fax: 573-636-7500

INSURED

Widel, Inc.
5700 M Highway
Blackwater MO 65322

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United Fire & Casualty Company	13021
INSURER B: MO Employers Mutual Ins. Co.	10191
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	60338506	09/02/06	09/02/07	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
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						PRODUCTS - COMP/OP AGG	\$ 2000000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	60338506	09/02/06	09/02/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	510460	09/02/06	09/02/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 500000
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						E.L. DISEASE - POLICY LIMIT	\$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Tucker School Road Bridge Project & Thomas Hill Low Water Crossing Project; Project No. 06-333 & 06-409; Boone County, Missouri.

CERTIFICATE HOLDER

BOONE18

Boone County Commission of
Columbia, Missouri
601 E. Walnut- 2nd Floor
Columbia MO 65201

CANCELLATION

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AUTHORIZED REPRESENTATIVE
Jane Jones

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Widel, Inc.
5700 M Highway, Blackwater, MO 65322

as Principal, hereinafter called Contractor, and First National Insurance Company of America

a Corporation, organized under the laws of the State of Washington
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of One Hundred Seventy Eight Thousand Thirty-Three Dollars and 30/100 Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated October 19, 2006 entered into a
Contract with Owner for:

BID NUMBER 73-28SEP06
Tucker School Road Bridge Project and Thomas Hill Low Water Crossing Project
BOONE COUNTY, MISSOURI

in accordance with specifications prepared by the County of Boone Purchasing Department,
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing
hourly wages and comply with all prevailing wage requirements as provided by such Contract and
applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms
and conditions, and upon determination by Owner and Surety of the lowest responsible bidder,
arrange for a Contract between such bidder and Owner, and make available as work progresses
(even though there should be a default of a succession of defaults under the Contract or Contracts
of completion arranged under this paragraph) sufficient fund to pay the cost of completion less
the balance of the Contract price, but not exceeding, including other costs and damages for which
the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term
"balance of the Contract price", as used in this paragraph, shall mean the total amount payable by
Owner to Contractor under the Contract and any amendments thereto, less the amount properly
paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, MO, on this 19th day of October, 2006.



Widel, Inc.
(Contractor)

BY: Elizabeth Widel
First National Insurance Company of America
(Surety Company)

(SEAL)

BY: Kris L. Bennett
(Attorney-In-Fact) Kris L. Bennett

BY: _____
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

LABOR AND MATERIAL PAYMENT BOND

Bond #6416133

KNOW ALL PERSONS BY THESE PRESENTS, that we, Widel, Inc.
5700 M Highway, Blackwater, MO 65322
as Principal, hereinafter called Contractor, and First National Insurance Company of America

a corporation organized under the laws of the State of Washington, and
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,
for the use and benefit of claimants as herein below defined, in the amount of

One Hundred Seventy Eight Thousand Thirty-Three Dollars and 30/100 DOLLARS

(\$ 178,033.30), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated October 19, 2006 entered
into a contract with Owner for

BID NUMBER 73-28SEP06
Tucker School Road Bridge Project and Thomas Hill Low Water Crossing Project
BOONE COUNTY, MISSOURI

in accordance with specifications prepared by the County of Boone which contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor
shall promptly make payments to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall
be void; otherwise, it shall remain in full force and effect, subject, however, to the following
conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, MO on this 19th day of October, 2006.

CONTRACTOR Widel, Inc.

BY: Eugene Widel

SURETY COMPANY First National Insurance Company of America

BY: Kris L. Bennett
(Attorney-In-Fact) Kris L. Bennett

BY: _____
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)



ACKNOWLEDGMENT BY SURETY

STATE OF MissouriCounty of Cole

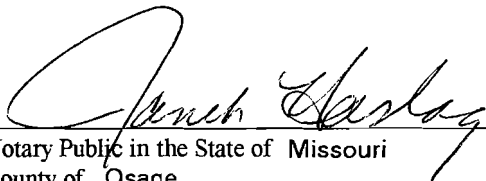
}

ss.

On this 19th day of October, 2006, before me personally appeared Kris L. Bennett, known to me to be the Attorney-in-Fact of SAFECO INSURANCE COMPANY OF AMERICA, GENERAL INSURANCE COMPANY OF AMERICA, FIRST NATIONAL INSURANCE COMPANY OF AMERICA or SAFECO NATIONAL INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(Seal)



Notary Public in the State of Missouri
County of Osage

JANET HASLAG NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI OSAGE COUNTY COMMISSION # 06427065 MY COMMISSION EXPIRES: OCT. 18, 2010



POWER OF ATTORNEY

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
PO BOX 34526
SEATTLE, WA 98124-1526

FIRST NATIONAL SURETY
BOX 34526
SEATTLE, WA 98124-1526

No. 5462

KNOW ALL BY THESE PRESENTS:

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint
*****LOUIS A. LANDWEHR; KRIS L. BENNETT; CHARLES E. TRABUE; BEV BACKERS; Jefferson City, Missouri*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 16th day of June, 2003

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 19th day of October, 2006



CHRISTINE MEAD, SECRETARY

**IMPORTANT SURETY BOND INFORMATION
MISSOURI**

Your Safeco agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

MISSOURI SPECIFIC QUESTIONS

If you have been unable to contact or obtain information from your agent, you may contact Safeco at the following address and telephone:

**AMERICAN STATES INSURANCE COMPANY
SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA**

**Adams Building
4634 154th PL NE
Redmond, WA 98052**

**Mailing Address:
P.O. Box 34526
Seattle, WA 98124**

Telephone #425-376-6535

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

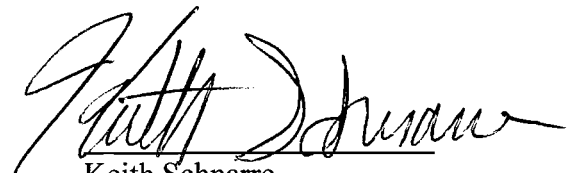
October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 19th day of October 20 06

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

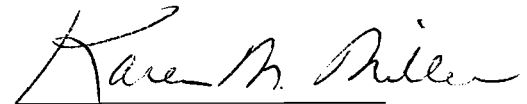
Now on this day the County Commission of the County of Boone does hereby award bid 48-05SEP06 Third Party Administrator for Self-Insured Workers' Compensation and Employers' Liability Coverage to Uhlemeyer Services Administrators, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 19th day of October, 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

421-2006
48-055EP06

TPA AGREEMENT

THIS AGREEMENT MADE THIS 19th day of October 2006, by and between **Uhlemeyer Services Administrators, Inc.**, a *Missouri* corporation, and **Boone County Missouri**, a *Missouri* corporation (“Client”).

WHEREAS, Client desires that Uhlemeyer Services Administrators, Inc., perform certain claims adjustment services for and on the behalf of Client in connection with claims asserted under Client’s Workers Compensation program (“Client’s Program”); and

WHEREAS, Uhlemeyer Service Administrators, Inc., agrees to perform such services under certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter contained, the parties agree as follows:

ARTICLE I – TERM

The term of this Agreement shall commence on **January 1, 2007**, and shall end at midnight on **December 31, 2007**, and will automatically renew beginning January 1, 2008 for successive one (1) year terms, unless earlier terminated as provided in Article 6 hereof.

ARTICLE 2 – DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 2.1 **“Allocated Loss Expenses:”** all claims-related expenses including, but not limited to fees and costs for: attorneys, legal, experts, and special process servers; court costs, fees, interest and expenses; depositions, court reporters and recorded statements; detective services, surveillance; and adjudication, managed care, early intervention, and medical management expenses including PPO and related networks; Central Index Bureau charges; outside adjusters and appraisers; attendance at administrative hearings and any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim as defined herein, or loss or to protection or perfection of the subrogation rights of Client. Allocated Loss Expenses shall not include Uhlemeyer Services Administrators, Inc., fees and expenses, or the costs of actual medical or hospital treatments rendered or Claim and settlement payments made to claimants.
- 2.2 **“Claim:”** Any monetary demand, suit, loss or occurrence reported to Uhlemeyer Services Administrators, Inc., for claims administration during the term of this Agreement.

- 2.3 **“Claims Payment Account:”** The account into which Client agrees to deposit sufficient funds to allow Uhlemeyer Service Administrators, Inc., to pay Claim settlements within the Discretionary Settlement Authority limit, or as otherwise authorized by Client, and to pay interim Claim payments, indemnity payments, medical expenses, and Allocated Loss Expenses.
- 2.4 **“Demand(s):”** Individually and collectively, any and all claims, suits, demands, losses, costs, judgments, fines, liabilities and damages, including without limitation, reasonable attorneys’ fees and court costs. With respect to paragraph 7.6 only, Demands shall not include liability for: (a) incidental, consequential or punitive damages unless such damages are directly caused by Uhlemeyer Service Administrators, Inc.’s, gross, wanton or willful fraud or misconduct; or (b) the errors or omissions of third party vendors retained to provide claims-related services.
- 2.5 **“Discretionary Settlement Authority:”** The dollar limit set forth in Addendum A, granted to Uhlemeyer Services Administrators, Inc., under this Agreement for the full and final settlement of any Claim, which amount shall be exclusive of any indemnity payments, medical expenses, Allocated Loss Expenses or other interim payments paid from the Claims Payment Account by Uhlemeyer Service Administrators, Inc., in connection with the adjustment of such claim.
- 2.6 **“Signature Authority:”** The dollar limit set forth in Addendum A granted to Uhlemeyer Services Administrators, Inc., under this Agreement for full signature authority for payment from the “Claim Payment Account”.

ARTICLE 3 – SERVICES PROVIDED

Subject to all other terms and conditions of this Agreement, Uhlemeyer Services Administrators, Inc., agrees:

- 3.1 to review and conduct investigations of all Claims reported to Uhlemeyer Services Administrators, Inc., secure claims-related services on behalf of Client; settle Claims, if possible, within the Discretionary Settlement Authority limit; and make recommendations to Client concerning Claims which exceed the Discretionary Settlement Authority limit;
- 3.2 to pay Claim settlement payments, indemnity payments, medical expenses, and Allocated Loss Expenses from the Claims Payment Account and settle Claims within Uhlemeyer Service Administrators, Inc.’s Discretionary Settlement Authority limit, or as otherwise authorized by Client;
- 3.3 to establish appropriate case reserves for claim files and change reserves accordingly, considering recommendations of Client;

- 3.4 to collect, process, store, and forward to Client, monthly and/or quarterly reports containing data on Claims in Uhlemeyer's standard format; and,
- 3.5 to provide such other services as may be mutually agreed upon in writing.

ARTICLE 4 – CLIENT RESPONSIBILITIES

During the term of this Agreement, and in addition to its other obligations hereunder, Client agrees:

- 4.1 to forward promptly, all new Claims under Client's Program to Uhlemeyer Services Administrators, Inc., and to not self-administer or adjust any Claim or forward any Claim to any other person or entity without Uhlemeyer Services Administrators, Inc., prior to written consent;
- 4.2 to pay Uhlemeyer Services Administrators, Inc., the service fee and all other expenses set forth on Addendum A, attached hereto and incorporated herein by reference, upon the terms stated in Uhlemeyer Services Administrators, Inc., invoice;
- 4.3 to timely review all periodic reports provided by Uhlemeyer Services, Administrators, Inc., for accuracy and completeness, and to provide all reasonably requested information, assistance and cooperation necessary for the expeditious resolution of all Claims administered hereunder, including requests for approval;
- 4.4 to establish and maintain the Claims Payment Account with sufficient funds to allow Uhlemeyer Services Administrators, Inc., to perform its obligations hereunder;
- 4.5 **to the extent permitted or authorized by law**, to not disclose to any third party (other than its own employees, contractors and consultants who may need to know such information for purposes of this Agreement) any financial information or business data of Uhlemeyer Services Administrators, Inc., including but not limited to: data processing systems, methods and procedures of Uhlemeyer Services Administrators, Inc., utilized in the performance of this Agreement; and
- 4.6 provide a complete copy of current excess or other insurance policies, including endorsements and audits, applicable to Client's Program.

ARTICLE 5 – COMPENSATION

- 5.1 Uhlemeyer Service Administrators, Inc., shall be compensated by Client for services rendered in accordance with Addendum A.
- 5.2 Uhlemeyer Services Administrators, Inc., reserves the right to adjust or amend its fees if: (a) the historical data upon which Uhlemeyer Services Administrators, Inc.'s, fees and service charges were developed (including the mix and volume of claims) were based upon erroneous, obsolete or insufficient information; or (b) changes in Client's business materially changes the nature and/or volume of its business or Claims as contemplated at the inception of the Agreement; or (c) legislative and/or regulatory requirements materially impact or change the scope of Uhlemeyer Services Administrators, Inc., services or responsibilities. **Should Uhlemeyer Services Administrators, Inc. elect to adjust or amend fees, the Client and Uhlemeyer Services Administrators, Inc. agree to renegotiate in good faith, and in the event negotiations are unsuccessful, the Client may terminate this agreement upon written notice to Uhlemeyer Services Administrators, Inc.**

ARTICLE 6 – TERMINATION

- 6.1 By mutual agreement of the parties hereto upon sixty (60) days written notice and written consent of the parties. **This agreement may also be terminated by the Client upon 30 days advance written notice if appropriations are not made available and budgeted for any calendar year to fund this agreement.**
- 6.2 Upon expiration of the term of this Agreement or any renewals, if either party has given the other at least sixty (60) days written notice of its intention not to renew pursuant to Article I.
- 6.3 Upon ninety (90) days written notice by either party if the other party is in material breach of any term, covenant or condition contained herein; provided, however, that as a condition precedent to termination under this Section 6.3 terminating parties shall give written notice to the other party, who shall have sixty (60) days from the date of such notice to cure or correct the grounds for termination. If the grounds of termination are not corrected or cured during the sixty (60) day period, this Agreement may be terminated on the termination date specified in the notice, but not prior to the expiration of the ninety (90) day period described herein.

- 6.4 In addition to all other rights and remedies available to Uhlemeyer Services Administrators, Inc., under this Agreement and applicable law, Uhlemeyer Services Administrators, Inc., may terminate this Agreement and discontinue its services hereunder immediately upon notice to Client if Client: (a) is acquired by or merges with any other entity unless this Agreement is assumed in writing by the new entity and such assumption is agreed to by Uhlemeyer Services Administrators, Inc., (b) dissolves, liquidates a substantial part or all of its business or has a bankruptcy proceeding filed by or against it; or (c) threatens insolvency or has a receiver or trustee appointed on its behalf; (d) upon cessation or dissolution of the Client's Program, whether voluntary or due to cessation of Client's authority to self-insure; (e) fails to maintain sufficient funds in the Claims Payment Account; or (f) fails to pay Uhlemeyer Services Administrators, Inc., invoices when due.
- 6.5 Except as may otherwise be provided in Addendum A, as of the effective date of termination of this Agreement, open Claims shall no longer be serviced or handled by Uhlemeyer Services Administrators, Inc., and Uhlemeyer Services Administrators, Inc., shall have no responsibility for the adjustment or handling or any Claim or providing any services subsequent to the effective date of termination.
- 6.6 Following the effective date of termination, and upon the Client's request and subject to agreement by Uhlemeyer Service Administrators, Inc., Uhlemeyer Services Administrators, Inc., will be paid a reasonable negotiated fee to: (a) provide continued administration of the open Claim files; (b) cooperate with any successor administrator in the orderly transfer of all functions; and (c) provide magnetic media transfer of data, if such is feasible, with the cost of providing such borne by the Client.
- 6.7 All Claims adjustment files are and shall remain the property of Client (subject to a possessory lien for non-payment of fees) and shall be delivered promptly to Client or its designee as soon as practicable after file closing or upon termination of this Agreement; provided that for a period of six (6) years following either delivery to Client or termination of this Agreement, Client shall provide Uhlemeyer Services Administrators, Inc., with copies of and make available for inspection by Uhlemeyer Services Administrators, Inc., such Claims files as Uhlemeyer Services Administrators, Inc., may from time to time request.
- 6.8 Uhlemeyer Services Administrators, Inc., shall upon termination of this Agreement invoice Client for any unpaid fees, expenses or other amounts due from Client to Uhlemeyer Services Administrators, Inc.
- 6.9 As soon as practicable after the termination of this Agreement, Uhlemeyer Services Administrators, Inc., shall furnish Client with final reconciliation of Client's funds in the Claims Payment Account, and any payment shown to be due will be made by the responsible party within thirty (30) days of the date of such reconciliation.

ARTICLE 7 – CONDITIONS AND LIMITATIONS

- 7.1 Uhlemeyer Service Administrators, Inc., at all times, shall be an independent contractor, and employees of Uhlemeyer Services Administrators, Inc., shall in no event be considered employees of Client. Nothing in this Agreement shall be construed to create a relationship of employer/employee, partners or joint ventures between the Client and Uhlemeyer Service Administrators, Inc. This Agreement is non-exclusive, and Uhlemeyer Services Administrators, Inc., shall have the right to perform the same or similar services on behalf of other individuals, firms, corporations and entities.
- 7.2 Uhlemeyer Services Administrators, Inc., does not act as an insurer for Client, and this Agreement shall not be construed as an insurance policy or a contract or agreement of indemnity; it being understood that Uhlemeyer Services Administrators, Inc., is in no event financially responsible for the payment or satisfaction of Claims, lawsuits, or any form or cause of action against Client.
- 7.3 It is understood that any reserve established by Uhlemeyer Services Administrators, Inc., is an estimate only and is not intended to be a guarantee as to Client's actual monetary exposure on any Claim. Uhlemeyer Services Administrators, Inc., does not warrant or make any representation whatsoever that Client qualifies or is permitted, under applicable law, to be a self-insurer for the Claims referred to Uhlemeyer Services Administrators, Inc., hereunder or that Client meets the legal requirements for self-insurance activities.
- 7.4 The services to be provided by Uhlemeyer Services Administrators, Inc., are not of a legal nature, and Uhlemeyer Services Administrators, Inc., shall in no event give or be required to give, any legal opinions or provide any legal representation to Client.
- 7.5 In the event Uhlemeyer Services Administrators, Inc., determines in its sole discretion that any Claim referred to Uhlemeyer Services Administrators, Inc., may result in a conflict of interest with any other client of Uhlemeyer Service Administrators, Inc., Uhlemeyer Services Administrators, Inc., will notify Client and upon such notification, Client will assume full responsibility for the handling of such Claim, and this Agreement shall be deemed waived as to any such Claim.
- 7.6 Documents, materials and systems owned or developed by or licensed or leased to Uhlemeyer Services Administrators, Inc., and used by Uhlemeyer Services Administrators, Inc., in the performance of its services hereunder shall be deemed proprietary to and shall belong to, and remain the sole property of Uhlemeyer Services Administrators. Uhlemeyer Services Administrators, Inc., proprietary material shall include, but is not limited to, computer programs, risk data record formats, procedures, documentation, internal reports and forms.

- 7.7 The services provided by Uhlemeyer Services Administrators, Inc., are for the exclusive use of Client, and such services, data, recommendations, proposals, reports and similar information provided by Uhlemeyer Services Administrators, Inc., are not to be distributed to, used, or relied upon by other parties.
- 7.8 It is understood that claims administration is not a science and that it involves a process of discrete judgments made over a period of time, which judgments can only be based on the facts and circumstances known at the time the professional judgment is exercised. As Claim information is developed, new and/or additional facts will inevitably require re-evaluation of the determinations made.

ARTICLE 8 – GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Missouri without reference to conflicts of law principles.

ARTICLE 9 – GENERAL

- 9.1 Uhlemeyer Services Administrators, Inc., and Client shall each have reasonable rights during normal business hours and upon reasonable notice to inspect and audit the records of the other regarding any Claim for which services are provided under this Agreement; provided that Client shall reimburse Uhlemeyer Services Administrators, Inc., for the cost of making such records available for any audit undertaken by Client more frequently than once each year during the term hereof. Any such inspection or audit shall be conducted in a manner so as to not unnecessarily interfere with the business of the party whose records are being inspected or audited.
- 9.2 Except with respect to an assignment or subcontract by Uhlemeyer Service Administrators, Inc., to any present or future parent, affiliate or subsidiary or as may otherwise be provided for herein, neither party may assign this Agreement, or its rights hereunder, without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
- 9.3 All notices to be given pursuant to this Agreement shall be in writing, and shall be deemed to have been duly given when personally delivered or when mailed by United States first class mail, postage prepaid, to the following addresses:

IF TO CLIENT:

Boone County Missouri
801 E. Walnut, Room 236
Columbia, MO. 65201

IF TO UHLEMEYER SERVICES ADMINISTRATORS, INC.:

906 S. Kirkwood Road
P.O. Box 200069
St. Louis, MO 63122
Attention: Kelley M. Whorl

9.4 This Agreement and attached addenda constitute the entire understanding and agreement between the parties, and supersede all prior and contemporaneous agreements or understandings, written or oral, of the parties with respect to the subject matter hereof. This Agreement may be waived, amended or modified only in writing executed by both parties. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, except nothing contained in this paragraph shall be construed to permit any attempted assignment which would be in violation of any other provision of this Agreement. It shall be interpreted as an understanding of parties on equal footing and without resort to any rule of construction resolving ambiguity against the drafter.

IN WITNESS WHEREOF, the parties have executed his Agreement on the day and year first above written.

**UHLEMEYER SERVICES
ADMINISTRATORS, INC.**

By: Kelley M. Whorl
Kelley M. Whorl

Title: Vice President

Date: 11-6-06

CLIENT:

BOONE COUNTY MISSOURI

By: Paul H. Johnson

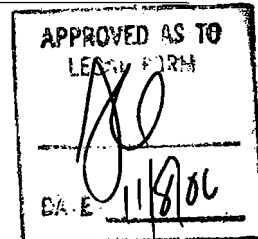
Title: President's Commissioner

Date: 11-13-2006

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.

James E. Pitchford 11/8/06
Auditor by dy Date
6020-71050



ADDENDUM A

FEE SCHEDULE

1. SERVICE FEES

In consideration of the services to be provided hereunder, Client agrees to pay Uhlemeyer Services Administrators, Inc., service fees as follows. These rates are guaranteed service rates through the last renewal period ending December 31, 2011.

\$630.00 Per **Indemnity/Lost Time** Claim reported to Uhlemeyer Service Administrators, Inc., during the Agreement period.

\$125.00 Per **Medical Only** Claim reported to Uhlemeyer Service Administrators, Inc., during the Agreement period.

\$15.00 Per **Incident Only** Claim reported to Uhlemeyer Service Administrators, Inc., during the Agreement period.

\$110.00 Per Claim - Conversion Balance from Incident Only to Medical Only

\$505.00 Per Claim - Conversion Balance from Medical Only to Lost Time

\$615.00 Per Claim - Conversion Balance from Incident Only to Lost Time

\$250.00 Database/Management Fee applies to all claims that are *open greater than three years from the signing of this agreement*. This annual fee applies to all of the aforementioned types of claims serviced by Uhlemeyer Services Administrators, Inc.

\$2,500.00 Minimum Fee: In no event will the total per year claim fees due to Uhlemeyer Services Administrators, Inc., be less than this minimum.

\$100.00 Claim Consulting Services - Per Hour

\$175.00 Data Conversion Services - Per Hour

\$300.00 Run-Out Fee per Open Claim File

25% Savings – Per Bill Fee - Uhlemeyer Direct PPO Arrangement

Other Services Offered @ Vendor's pricing - Client's Expense:

Bill Review / PPO Access

Loss Control Services

Utilization Review

Early Intervention / Case Management

Life Care Plans, Cost Projections/ Medicare Set Asides

ISO - American Insurance Services (Indexing)

Miscellaneous

As used herein, the following definitions apply:

“Medical Only Claim:” A Claim for medical payments only with paid value less than \$2,500. A Medical Only Claim shall not include indemnity or wage loss benefits or related investigation which may lead to the denial of such payments.

“Indemnity Claim:” A Claim where the injuries suffered will or are likely to result in an indemnity or wage loss benefit or have a reserved or paid value of \$2,500 or more. A denied Indemnity Claim where compensability was addressed will be considered an Indemnity Claim for fee purposes.

Incident Claim:” A Claim for record keeping purposes only. Uhlemeyer Services Administrators, Inc., only enters a Claim into database, sets up no file, conducts no investigation and makes no payments. An Incident must be specifically reported as such to Uhlemeyer Services Administrators, Inc., by the Client. If not reported to Uhlemeyer Services Administrators, Inc., as an Incident, the Claim will be set up as a Medical Only or Indemnity Claim, or whatever type of Claim is appropriate based on the facts of the Claim.

“Takeover Claim:” A Claim that was reported to the Client’s previous claims administration provider prior to the effective date of this Agreement which the Client transfers to Uhlemeyer Services Administrators, Inc., for claims administration services under this Agreement.

“Reopened Claim:” Any reopened (as hereinafter defined) Claim previously administered by Client, its insurer or other claims service provided which Client requests that Uhlemeyer Services Administrators, Inc., assume handling of shall be adjusted as a Claim reported to Uhlemeyer Services Administrators, Inc., during the Agreement period. A “Reopened Claim” shall mean any Claim which was closed by Client, its insurer or a previous claims service provided, but subsequently reopened by Uhlemeyer Services Administrators, Inc., during the term of the Agreement.

“Catastrophic Claim:” Any incident, accident or occurrence resulting in eight (8) or more actual or potential claimants shall be addressed as catastrophic; and Catastrophic Claims shall be handled on a fee basis as agreed to by Uhlemeyer Services Administrators, Inc.

All service fee invoices are payable upon receipt. The fee for each Claim shall cover the services set forth in Article 3.1, 3.2., and 3.3 with respect to each Claim, and shall be non-refundable once the Claim is referred to Uhlemeyer Services Administrators, Inc. In no event will Uhlemeyer Service Administrators, Inc., be obligated to refund or return to Client any fees or other compensation paid to Uhlemeyer Services Administrators, Inc., hereunder. The foregoing per Claim fee is for claims administration services through termination of Uhlemeyer Services Administrators, Inc., claims administration services.

2. **DISCRETIONARY SETTLEMENT AUTHORITY: \$0.00** (per claim)
* Client will be contacted and authority granted prior to any PPD settlement

3. **SIGNATORY IN-HOUSE AUTHORITY: \$10,000** (per payment)

4. **TAXES**

Client shall be responsible for any sales, use, excise, value added, utility, insurance or self-insurance or similar taxes, and Client shall pay such taxes to Uhlemeyer Services Administrators, Inc., in accordance with invoices submitted by Uhlemeyer Services Administrators, Inc., if Uhlemeyer Services Administrators, Inc., is obligated to pay or collect any such taxes for client.

5. **THIRD PARTY REMUNERATION**

Client acknowledges and agrees that Uhlemeyer Services Administrators, Inc., may from time to time receive remuneration from third parties utilized to perform certain Claims-related services hereunder. The purpose of such remuneration, if any, is to compensate Uhlemeyer Services Administrators, Inc., for the additional administrative cost incurred in interfacing with such third party. Any remuneration paid to Uhlemeyer Services Administrators, Inc., will not reduce or be credited against the fees set forth herein.

If requested to do so by the Client, Uhlemeyer Services Administrators, Inc., will negotiate and place any specific and/or aggregate excess insurance, re-insurance, or other insurance products purchased by the Client. Customary commissions and fees for these coverages will be retained by Uhlemeyer Services Administrators, Inc.

**UHLEMEYER SERVICES
ADMINISTRATORS, INC.:**

By: Kelley M. Whorl
Kelley M. Whorl

Title: Vice President

Date: 11-6-06

CLIENT:

BOONE COUNTY MISSOURI

By: Keith Schreiner

Title: Presiding Commissioner

Date: 11-13-06

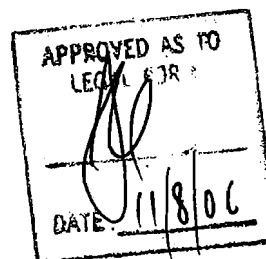
CERTIFICATION:

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.

Jane E. Pritchard 11/8/06

Auditor by copy Date

6020-71050



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 19th day of October 20 06


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

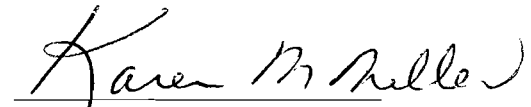
Now on this day the County Commission of the County of Boone does hereby award bid 80-13OCT06 Pharmacy Compounding Services, Infusion Therapies, and other Related Supplies and Services Term and Supply to Option Care Enterprises, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 19th day of October, 2006.


Keith Schmarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
PHARMACY COMPOUNDING SERVICES, INFUSION THERAPIES, AND OTHER
RELATED SUPPLIES AND SERVICES
TERM AND SUPPLY**

THIS AGREEMENT dated the 19 day of October 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Option Care Enterprises, 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 Pharmacy Compounding Services, Infusion Therapies, and Other Related Supplies and Services Term and Supply, County of Boone Request for Bid, bid number **80-13OCT06**, including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated October 11, 2006 and executed by Kurt Hatcher on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above and extend through December 31, 2007, 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; provided.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Pharmacy Compounding Services, Infusion Therapies, and Other Related Supplies and Services as identified and responded to in the Contractor's Response Form. Items and service 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. Delivery - Contractor agrees to deliver the items as specified within one (1) day after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff Department 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.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products or services are delayed or products or services 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.

OPTION CARE ENTERPRISES, INC.

BOONE COUNTY, MISSOURI

by *Rajiv Datta*

by *Keith Schmarre*
Boone County Commission
Keith Schmarre, Presiding Commissioner

title *Chief Executive Officer*

address *445 Half Day Rd. Suite 300*
Buffalo Grove, IL 60089

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Pharmacy Compounding Services - Term/Supply
Corrections 1255-23501

Term & Supply - No Encumbrance Required *KA 10/16/2006*
Signature Date Appropriation Account

County of Boone

Purchasing Department

4. **Response Form** – Since time is of the essence, please fax your bid response to (573) 886-4390. To verify receipt of bid response, call the Purchasing Office at (573) 886-4391.

- 4.1. Company Name: Option Care Enterprises, Inc
- 4.2. Address: 1410 Herford Road
- 4.3. City/Zip: Columbia, MO 65202
- 4.4. Phone Number: 573-814-7100
- 4.5. Fax Number: 573-814-7110
- 4.6. Federal Tax ID: 680208702

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

4.7. **Pharmacy Service:** We propose to furnish and deliver pharmacy services and supplies as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

Please complete the per-diem drug rate and complete the AWP discount

ITEM	DESCRIPTION	Per-Diem	Drug Rate
4.7.1.	<u>Infusion Therapy</u>		
	TPN Infusion	\$ <u>120</u>	AWP - <u>10</u> % for Lipids & non-TPN drugs
	All other Infusion Therapies	\$ <u>55</u>	AWP - <u>10</u> % of drug
	Enteral Therapy	\$ <u>15</u>	AWP - <u>10</u> % of Formula
	Catheter Care Maintenance	\$ <u>10</u>	n/a
4.7.2.	<u>Pharmacy Services</u>		
	Pharmacist Charge after Hours		\$ <u>50</u> /hour

Note: Per Diem is a daily charge that includes infusion pump/pole, ancillary supplies for maintenance of infusion access, professional services, and delivery/pick-up product and equipment.

4.7.3. Price List Utilized for Pricing First Data Bank

4.7.4. Bidder shall enter below any specific type medications/drugs to which the above percent discount does not apply. Enter those medications/drugs and percent discount below:
N/A

4.7.5. Service to start within 1 calendar days after receipt of *Notice to Proceed* and *Purchase Order*

4.7.6. Emergency Twenty-Four Hour Service Contact:

4.7.6.1. Name: Pharmacist-on-Call or Sel Tesoro

Telephone Number: 573-814-7100 or 800-456-0417

4.7. Specify the Address of the Pharmacy that will be Servicing this Account:

1410 Heriford Road, Columbia, MD

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with 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):

Curt Hatcher G.M.

Type or Print Signed Name:

Curt Hatcher

Today's Date: 10-11-2006

Client#: 67390

OPTCAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/06

PRODUCER Arthur J. Gallagher RMS, Inc. 2 Pierce Place Itasca, IL 60143 Andrea Thompson 630-285-4385	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Option Care, Inc. 485 Half Day Road Suite 300 Buffalo Grove, IL 60089	INSURER A: Lexington Insurance Company	19437
	INSURER B: Hartford Fire Insurance Company	19682
	INSURER C: Hartford Insurance Company of Midwes	37478
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR-\$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6792899	06/01/06	06/01/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	83UENMS5782 Physical Damage: Comp:\$2,000 Ded Coll: \$2,000 Ded	06/01/06	06/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	6792900	06/01/06	06/01/07	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83WNMS5780	06/01/06	06/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A		OTHER HealthCare Professional Liab Claims Made	6792899	06/01/06	06/01/07	\$1,000,000 Each Medical Incident/\$3,000,000 Agg.Limit-SIR \$250,000

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

**** Supplemental Name ****
 Option Care, Inc.
 Excel Healthcare, L.L.C.
 Home Health of Option Care, Inc.
 (See Attached Descriptions)

CERTIFICATE HOLDER

OPTION CARE ENTERPRISES, INC.
 1410 Heriford Road
 Columbia, MO 65202-1907

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Thomas J. Gallagher



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **80-13OCT06**
Commodity Title: **Pharmacy Compounding Services, Infusion Therapies,
and Other Related Supplies and Services – Term and
Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **FRIDAY – October 13, 2006**
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 208
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: **FRIDAY – October 13, 2006**
Time: **10:30 A.M. C.S.T.**
Location / Address: Boone County Purchasing
601 E. Walnut, Room 208
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
“No Bid” Response Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 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** - The Term and Supply Contract period resulting from this Bid will be for the period from date of contract award through December 31, 2007, and may be automatically renewed for an additional four (4) years 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 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 provision of **Pharmacy Compounding Services and Supplies, Infusion Therapies and Other Related Supplies and Services** (hereafter referred to as Pharmacy Services) for patients at sites other than hospitals for the inmates of the Boone County Jail of Boone County – Missouri.
- 2.2. **Contract Period** - The Term and Supply Contract period shall be from date of award through December 31, 2007, and 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 term. For each year thereafter, the contract will become effective on January 1.
- 2.2.1. **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 the final contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.3. **Delivery Locations** – Delivery shall be provided to the following County site:
Boone County Jail, Attn: Heidi Fussner, 2121 County Drive, Columbia, MO 65202.
- 2.3. **General Conditions**
- 2.3.1. **Background Information:**
Jail: The Boone County Jail, with an average population of 180 inmates per day, currently receives the contractual services of a physician to provide medical services for all inmates entrusted to the County. In many instances, the inmate population requires certain prescription drugs and medications that must be provided to them by the County. The Contractor shall provide pharmacy compounding services, infusion therapies and other related supplies and services as written by the County contract physician or contracted County Nurse Practitioner.
- 2.3.2. **Prescription Provision:** The County will provide the prescription and all other pertinent information to the pharmacy by phone, fax, or in person by an authorized person in the medical field.
- 2.3.3. **Average Wholesale Price:** (AWP) shall mean the average wholesale price (current cost) of the dispensed medication as defined by the First Data Bank. On the *Response Page*, the Bidder shall indicate the price list their firm will utilize under this bid.
- 2.3.3.1. Bid prices for prescription drugs shall be based on the most currently published First Data Bank Average Wholesale Price (AWP).
- 2.3.4. **Price Adjustments:** Medication prices will be allowed to change, but only as the price list changes, and only after a new price list is provided to Boone County. The quoted discounts and processing fees shall remain the same for the term of this contract. Updated price lists only need to be provided to the County when inmates are in current treatment by Contractor.
- 2.3.5. **Price List:** Contractor must supply the Boone County Jail with a current copy of the First Data Bank Book Average Wholesale Price (AWP) Publication, as well as all Addendums as they become available at no additional charge. The price list shall be provided to the County within 10 days of award. Boone County prefers computer readable media, but will accept printed copy.
- 2.3.6. **Sub-Contractors:** Subcontracting of any of the services required by this bid must be approved through the County Designee.
- 2.3.7. **Storage:** The Boone County Jail will provide appropriate locked and double-locked storage areas for controlled medications, starter medications, and medications requiring refrigeration. The Contractor is responsible for making sure that storage areas meet D.E.A., Missouri Board of Pharmacy, Missouri Medical Board, and Missouri Nursing Board rules and regulations.
- 2.4. **Contractor Responsibility / Service Requirements:**
- 2.4.1. **Pharmacy Services:** Contractor shall provide compounded, sterile compounded prescription solutions (Pharmacy Services) for use in the treatment of County’s inmates, as requested by County from time to time. Compounded solutions shall be prepared aseptically in accordance with the prescription. The finished pharmaceuticals shall be appropriately labeled. All Pharmacy Services shall comply with the prescribing physician’s order.

- 2.4.2. **Delivery:** The Boone County Jail Medical Supervisor will determine the best delivery site and times that will maintain security and efficiency. The Contractor shall deliver the requested Pharmacy Services to the location designated as frequently as necessary as defined by pharmaceutical stability and the prescription.
- 2.4.3. **Availability:** The Contractor shall be available to provide Pharmacy Services on a twenty-four (24) hour per day, seven (7) day per week basis.
- 2.4.4. **Quality of Care and Standards:** Contractor shall ensure that all Pharmacy Services furnished are performed by appropriately qualified and licensed or certified, as appropriate, personnel. In addition, (i) Contractor shall have a quality assurance program for intravenous mixing; (ii) The product and prescription labeling procedure utilized by Contractor shall follow appropriate state, federal and local laws and regulations; (iii) Contractor shall maintain such documentation and records as required by Contractor's internal policies and procedures which have been communicated to the County; and (iv) At County's advance written request, County representative(s) shall be permitted access to Contractor's facilities during normal business hours to review Contractor's operations.
- 2.4.5. **Consultative Services:** Contractor shall advise County and the prescribing physician on the course of Pharmacy Services as requested and as appropriate. Contractor shall maintain an active pharmacy profile for each inmate patient during the course of Pharmacy Services hereunder.
- 2.4.6. **Poles, Pumps:** Contractor shall provide for each inmate receiving Pharmacy Services, during the course of such Pharmacy Services, the equipment necessary and appropriate for the administration of the Pharmacy Services. County will insure that all such equipment is promptly returned to contractor upon the earlier to occur of discharge of the inmate from County or termination of Pharmacy Services for the inmate.
- 2.4.7. **Nursing Services:** Nursing services for the administration of the Pharmacy Services will be furnished by Contractor on a case-by-case basis, following the written request of County.
- 2.4.8. **Pharmaceutical Destruction:** The Contractor shall be responsible for destroying any medications which have been dispensed for specific inmates who are no longer within the facility or otherwise may not be re-distributed. The Contractor shall be responsible for maintaining destruction records and making a report available to the Boone County Medical Supervisor. At the end of the contract period, the Contractor shall be responsible for removing any and all medications if the Contractor's contract is not renewed with Boone County.
- 2.4.9. **Credentials:** All employees and subcontractors of Contractor who perform services hereunder shall be duly licensed and certified (as required by applicable law), shall meet, where applicable, the requirements set forth in the Medicare Conditions of Participation for Home Health Agencies, now set forth at 42 C.F.R. 3484.1 *et seq.* (as amended or recodified from time to time or any substitute or successor regulations), and the requirements of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), and shall be otherwise appropriately trained and experienced in the provision of their respective duties. The personnel provided by Contractor shall provide services at all times in accordance with applicable federal, state and local laws and regulations, and the policies, procedures and directives of their respective employers, as they now exist or may hereafter be modified from time to time and physician orders. *of Accreditation Commission for Health Care (ACHC)*
- 2.4.10. **Designated Contact:** The Contractor shall appoint a person or persons to act as a primary contact for the County Medical Supervisor. This person or back-up shall be readily available during normal work hours by phone or in person, and knowledgeable of the terms and procedures involved in this contract.
- 2.4.11. **Pharmacist List:** The Contractor shall supply a complete current list of the names of all pharmacists who fill prescriptions and submit it to the Boone County Medical Supervisor during the first month of the contract. This list should be updated as necessary throughout the contract period.
- 2.4.12. **Access to Books and Records:** All reports and records dealing with Pharmacy Services for inmates treated by Contractor during contract period shall be open to County for examination.
- 2.4.13. The Contractor shall maintain, during the term of this contract, sufficient trained personnel who are capable of communicating on a knowledgeable basis with the prescribing physician, and other authorized medical professionals, for the purpose of insuring that all prescriptions conform to the client's pharmaceutical needs.
- 2.4.14. **Stock:** Every effort should be made to fill the inmate's prescription at the time it is submitted.
- 2.4.15. **Dispensing Process:** During the dispensing process, the Contractor must accurately dispense the prescribed medications in accordance with all applicable legal, professional, and industry standards using the least expensive bio equivalent generic drug available whenever generic drug is less expensive than the

brand name equivalent, unless otherwise specified by the physician. If the pharmacist deems a need for an exception, the County contact person is Heidi Fussner, Boone County Medical Representative, (573) 875-1111.

- 2.4.15.1. The Prescription drug must be therapeutically equivalent (“A” rating) by the FDA as published in the current edition of the Approved Drug Products with Therapeutic Equivalent Evaluations.
- 2.4.16. **Confidentiality:** The Contractor agrees to maintain the confidentiality of Boone County’s client information. The confidentiality of any client information submitted by the County to the Contractor shall be maintained by the Contractor in the same manner as the Contractor’s internal confidential information.
- 2.4.16.1. The disclosure of client information to any unauthorized person by the Contractor shall be considered by the County to be a breach of the terms and conditions of this bid. The Contractor agrees to immediately inform the County of the disclosure of any of the previously listed information to any unauthorized party.
- 2.4.17. **Invoices:** An invoice shall be included with the monthly report and shall contain sufficient detail to allow for proper audit and post-audit thereof. The Contractor understands and agrees the County may deduct or reduce any itemized cost contained in any billing statement or invoice when said item does not conform to the terms and conditions of this bid.

The County’s purchase order number or contract number must appear on the invoice. All invoices must include the following information:

1. Service Date(s) – date prescription filled.
2. Inmate Name
3. Itemized List of pharmaceuticals and Description of Services

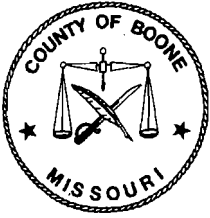
If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.4.17.1.. Invoices should be submitted to the Boone County Jail for payment, which will be made 30 days after receipt of a correct and valid monthly statement. The Boone County Medical Representative will review all billing prior to authorization. Any discrepancies will be reported to the Contractor in writing. Payment for discrepancies will be withheld until the Contractor provides a satisfactory invoice.
Billing address: Boone County Jail, Attn: Heidi Fussner, 2121 County Drive, Columbia, MO 65202.
- 2.4.18. **Usage Reports:** The Contractor must supply monthly, quarterly, and yearly usage reports to the Boone County Medical Representative as requested.
- 2.5. **Contractor’s Insurance:**
 - 2.5.1. **Insurance Requirements** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form and companies satisfactory to the County.
 - 2.5.2. **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. 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 Employee’s Liability Insurance for the protections of their employees not otherwise protected.
 - 2.5.3. **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 \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
 - 2.5.4. **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.

- 2.6. **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.
- 2.7. **Special Conditions and Requirements**
- 2.7.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: mbobbitt@boonecountymo.org
- 2.8. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **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** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 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.



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 208

Columbia, MO 65201

Melinda Bobbitt, Director

Phone: (573) 886-4391 – 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. 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.

**Boone County Purchasing
Melinda Bobbitt
Director**



601 E. Walnut-Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

“NO BID” RESPONSE FORM

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. **Please FAX this “No Bid” Response Form to our office @ (573) 886-4390.**

If you have questions, please call the Purchasing Office at (573) 886-4391. Thank you for your cooperation.

Bid Number 80-13OCT06 – Pharmacy Compounding Services

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

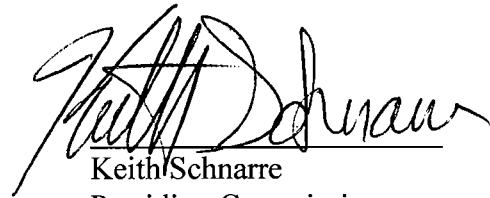
October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 19th day of October 20 06

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

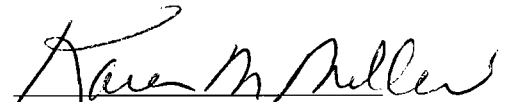
Now on this day the County Commission of the County of Boone does hereby approve the recommendation from the Personnel Advisory Committee to use Public Sector Personnel Consultants for a Market Update of our Salary Plan.


Done this 19th day of October, 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kareh M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 19th day of October 20 06

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


Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for Title II – Juvenile Justice Formula Grant , Establish budget for 2006. This grant does not require county match.

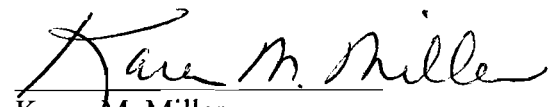
Department Name and Account Number	Amount of Increase
1243-03411 – Federal Grant Reimbursement	\$1,001.00
1243-71101 – Professional Services	\$1,001.00

Done this 19th day of October, 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

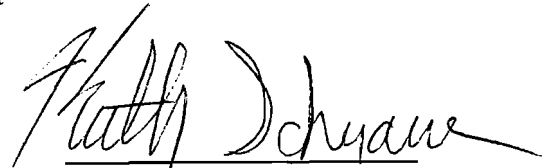
October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 19th day of October 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the request to purchase a Taser from Taser International for the Sheriff's Department. They have savings in Class 2901 - 92300 that will cover the \$399.98 cost

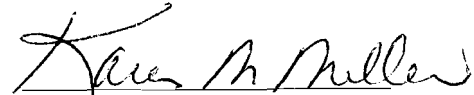
Done this 19th day of October, 2006.



Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

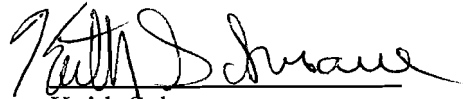
September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 19th day of September 20 06

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

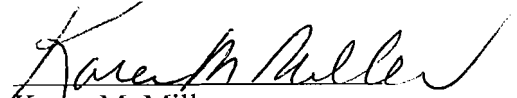
Now on this day the Boone county Commission does hereby approve amend commission order 366 for Providence Heights Subdivision to remove Provincial Ct. from the plan since it serves no purpose as a public road.

Done this 19th day of September 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner