

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

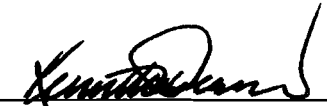
Term. 20 07

In the County Commission of said county, on the 11th day of January 20 07

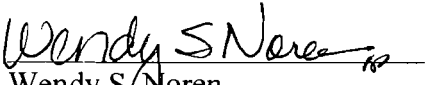
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby give authorization to execute the MARCIT Bylaws and authorize Wendy S. Noren, the written designation member representative, to sign.


Done this 11th day of January, 2007.


Ken Pearson
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.

January Session of the January Adjourned


Term. 20 07

In the County Commission of said county, on the 11th day of January 20 07

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


Now on this day the County Commission of the County of Boone does hereby award bid 90-21DEC06- Public Works Bathroom Expansion/Remodel to David R. Gaines Construction LLC. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 11th day of January, 2007.

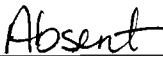


Ken Pearson
Presiding Commissioner

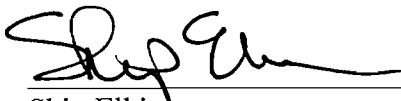
ATTEST:



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 **David R. Gaines Construction LLC** (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 90-21DEC06
Public Works Bathroom Expansion / Remodel
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 \$27,669.00 for a total contract amount of \$27,669.00.

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. State Wage Rates-Annual Wage Order No. 13
6. Insurance Requirements
7. Contract Conditions
8. Sales/Use Tax Exemption
9. General Requirements
10. Performance Bond
11. Labor & Material Payment Bond
12. Scope and Summary of Work
13. Invitation for Bids
14. Supplemental Instructions to Bidders
15. Addendum Number One
16. Addendum Number Two

It is understood and agreed that, except as may be otherwise provided for by the "General Requirements and "Scope and Summary of Work" 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:

Twenty Seven Thousand Six Hundred Sixty Nine Dollars and No Cents (\$27,669.00)

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 11 Jan 07 at Columbia, Missouri. (Date)

CONTRACTOR: **David R. Gaines Construction, LLC**

OWNER, BOONE COUNTY, MISSOURI

By: DAVID R GAINES
Authorized Representative Signature

By: [Signature]
Presiding Commissioner

Approved as to Legal Form:

ATTEST:

[Signature]
John Patton
Boone County Counselor

Wendy S Noren
Wendy Noren, County Clerk

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.)

<u>Janie E. Pitchford</u>	<u>1/2/07</u>	2040/91200 - \$27,669.00
Signature <i>by efp</i>	Date	Appropriation Account

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
DAVID R. GAINES CONSTRUCTION, LLC.

as Principal, hereinafter called Contractor, and CONTRACTORS BONDING & INSURANCE COMPANY

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 Twenty Seven Thousand Six Hundred SixtyNine NO/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 JANUARY 11, 2007 entered into a Contract with Owner for:

**BID NUMBER 90-21DEC06
Public Works Bathroom Expansion / Remodel
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 AUXVASSE, MISSOURI, on this 19th day of January, 2007.

DAVID R. GAINES CONSTRUCTION, LLC.

(Contractor)

(SEAL)

BY: DAVID R GAINES
David R. Gaines- Member

CONTRACTORS BONDING & INSURANCE COMPANY

(Surety Company)

(SEAL)

BY: Bruce E. Graham
(Attorney-In-Fact) Bruce E. Graham

BY: Bruce E. Graham
(Missouri Representative) Bruce E. Graham

(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

KNOW ALL PERSONS BY THESE PRESENTS, that we, DAVID R. GAINES CONSTRUCTION, LLC.

as Principal, hereinafter called Contractor, and CONTRACTORS BONDING & INSURANCE COMPANY

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

Twenty Seven Thousand Six Hundred Sixty-Nine & NO DOLLARS

(\$ 27, 669.00), 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 JANUARY 11, 2007 entered into a contract with Owner for

**BID NUMBER 90-21DEC06
Public Works Bathroom Expansion / Remodel
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 AUXVASSE, MISSOURI on this 19th day of January 20 07.

CONTRACTOR DAVID R. GAINES CONSTRUCTION, LLC (SEAL)

BY: DAVID R GAINES
David R. Gaines -Member

SURETY COMPANY CONTRACTORS BONDING & INSURANCE COMPANY

BY: Bruce E. Graham
(Attorney-In-Fact) Bruce E. Graham

BY: Bruce E. Graham
Bruce E. Graham

LIMITED POWER OF ATTORNEY - READ CAREFULLY

CONTRACTORS BONDING AND INSURANCE COMPANY IS RESPONSIBLE ONLY FOR THE BOND DESCRIBED AND UP TO THE AMOUNT SET FORTH IN THIS LIMITED POWER OF ATTORNEY. ANY ERASURE WILL VOID THIS POWER OF ATTORNEY. IF YOU HAVE ANY QUESTIONS ABOUT OR WANT TO VERIFY THIS POWER OF ATTORNEY CALL CONTRACTORS BONDING AND INSURANCE COMPANY TOLL FREE AT 1(800)765-2242

Penal Sum : \$ \$27,669.00 Attorney No.: MO056 Power Number : J01143 Bond No. : JA2117

Limited Power of Attorney Expires: 4/19/2007 Date Approved : 1/19/2007

Approved by : _____ Signature Don Sirkin (Print Name)

Name of Principal: DAVID GAINES CONSTRUCTION, LLC

Name of Obligor: BOONE COUNTY, MO

Descriptions(s): BID NUMBER 90-21DEC06

PUBLIC WORKS BATHROOM EXPANSION/REMODEL

Location (if applicable): BOONE COUNTY, MISSOURI

KNOW ALL MEN BY THESE PRESENTS that CONTRACTORS BONDING AND INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Washington and having its principal office in Seattle, King County, Washington does by these presents make, constitute and appoint BRUCE E. GRAHAM OF AUXVASSE, MO its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond(s) and/or other documents incidental thereto described above; and to bind the Company thereby as fully and to the same extent as if each such bond, or other documents incidental thereto was signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary; hereby ratifying and confirming all that the said Attorney-In-Fact may do in the premises. Said appointment is made under and by the authority of the following resolutions adopted by the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY on September 10, 2001.

RESOLVED that the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company is authorized to appoint Attorneys-In-Fact for and on behalf of the Company with the power and authority to sign on behalf of the Company those surety bonds or undertakings of suretyship which may from time to time be approved by the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company; provided, however, that no Attorney-In-Fact shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$15,000,000, and provided, further, that no Attorney-In-Fact shall have the authority to issue a bid or proposal bond for any project where, if the contract is awarded, any bond or undertaking would be required with a penal sum in excess of \$15,000,000. An Attorney-In-Fact may also be authorized by Power of Attorney to execute any consent or other document incidental to said bond or undertaking, provided such document does not obligate the Company in excess of the limit set forth above. In no event shall any Attorney-In-Fact have any authority to sign any document or otherwise bind the Company in any way in connection with a claim on a surety bond or undertaking.

RESOLVED FURTHER that each Power of Attorney must set forth the specific description of the surety bond or undertaking to which it applies, the name of the principal, the name of the obligee, the penal sum, the bond number (except for a bid bond where there is no number), the identifying number of the Attorney-In-Fact, and the identifying number of the Power of Attorney. The Attorney-In-Fact shall not be authorized to obligate Company for surety bond or undertaking specified in the Power of Attorney (including any consents or other documents incidental to the surety bond or undertaking) for more than the penal sum specified in the Power of Attorney.

RESOLVED FURTHER that the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company is authorized to establish a specific expiration date for the Power of Attorney and to modify that date from time to time as the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company deems necessary in his/her sole discretion; the applicable expiration date is to be clearly set forth in any written Power of Attorney.

RESOLVED FURTHER that all previous resolutions by the Board of Directors authorizing the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company to appoint Attorneys-In-Fact for and on behalf of the Company remain in full force and effect; and that if a Power of Attorney based on this resolution is attached to a bond (for example, a bid bond), and a Power of Attorney based on another Board of Directors resolution is attached to another bond (for example, a performance and payment bond), it shall not affect the validity of either Power of Attorney or Bond.

RESOLVED FURTHER that this Limited Power of Attorney containing this and the foregoing resolutions and the signatures of the President, Secretary, and Notary Public, and the corporate and Notary seals appearing hereon, are generated, stored and transmitted electronically, and therefore appear in printed form only at recipient's fax machine. This fax printed Limited Power of Attorney document and the signatures and seals appearing hereon therefore are, and shall be deemed originals in all respects.

RESOLVED FURTHER that the Company acknowledges the applicability of the Electronic Signatures in Global and National Commerce Act to this Limited Power of Attorney and that the signatures of the President, Secretary and Notary Public and the corporate and Notary seals appearing on any Limited Power of Attorney containing this and the foregoing resolutions as well as the Limited Power of Attorney itself and its transmission may be, or may be by facsimile or other means of electronic or electro-mechanical transmission or reproduction; and any such Limited Power of Attorney shall be deemed an original in all respects.

IN WITNESS WHEREOF CONTRACTORS BONDING AND INSURANCE COMPANY has caused these presents to be signed by Don Sirkin, its President, and its corporate seal to be hereto affixed 9/9/2002.

By: _____
Don Sirkin, President

CONTRACTORS BONDING AND INSURANCE COMPANY



STATE OF WASHINGTON - COUNTY OF KING

On 9/9/2002, personally appeared DON SIRKIN to me known to be the representative of the corporation that executed the foregoing Limited Power of Attorney and acknowledged said Limited Power of Attorney to be free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Brenda J. Scott
Notary Public in and for the State of Washington, residing at Seattle

The undersigned acting under authority of the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY, hereby certifies, as or in lieu of Certificate of the Secretary of CONTRACTORS BONDING AND INSURANCE COMPANY, that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and does hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand, at St. Louis, MO _____ this 19 _____ day of JAN _____ 2007

R. Kirk Eland, Secretary

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI
SUBJECT: BID NUMBER 90-21DEC06
PUBLIC WORKS BATHROOM EXPANSION/REMODEL –
PUBLIC WORKS SOUTH MAINTENANCE FACILITY
5551 S. HIGHWAY 63, COLUMBIA MO 65201

LADIES AND GENTLEMEN:

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

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

Base Bid in the Amount of Twenty Seven Thousand Six Hundred Sixty Nine Dollars (\$27,669⁰⁰)

SECTION I – ADDENDA

- I hereby acknowledge receipt of the following Addenda:

Addendum No. <u>1</u>	<u>DEC 18 2006</u>	Dated _____
Addendum No. _____	_____	Dated _____
Addendum No. _____	_____	Dated _____

SECTION II – ALTERNATES (None)

SECTION III

I hereby agree to complete the work herein specified within seventy five (75) consecutive calendar days commencing on the date of the Contract Award and to allow a deduction of \$100.00 dollars per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the seventy five (75) consecutive calendar days. Time extensions shall be documented by Change Order.

SECTION IV

Acknowledgement of Receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration. Bidder hereby acknowledges receipt of addenda, if applicable, by attaching a signed copy of all such addenda.

SECTION V

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.

Signature: Firm DAVID R. GAINES CONSTRUCTION LLC

By DAVID R. GAINES

Title OWNER

Address 6603 THORNHILL RD.

MOKANE, MO 65059

Phone 573-301-9559

Date 12-21-06



Scroggs Architecture P.C.
Stuart S. Scroggs, Principal

1008 Maplewood Dr. Columbia, MO 65203
Phone: 573-442-5600 Fax: 573-442-5611
E-mail: sss@scroggsarchitecture.com

December 18, 2006

ADDENDUM NO. ONE

Bathroom Expansion/Remodel
Boone County Public Works
South Facility Maintenance Building
5551 Highway 63 South
Columbia, MO 65201
Bid Number 90-21 DEC06

Bidders are hereby informed of the following clarifications and/or modifications to be made in the plans and project manual for the above referenced project.

1. Project Manual, Division 9 Finishes, Catalog Cuts.
Clarification: "Install embossed FRP Glasboard-P manufactured by Kemlite Co. Inc. or equal, Ivory #84 color, 0.09" thickness."

STATEMENT OF BIDDERS QUALIFICATIONS

Each bidder for the work included in the specifications and drawings 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: DAVID R GAINES CONSTRUCTION LLC
2. Business address: 6603 THORNHILL RD.
MOKAPS MO 65059
3. When organized: 2000
4. When incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:
Sole PROPRIETOR (491-52-4492)
6. Number of years engaged in contracting business under present firm name:
6
7. If you have done business under different name, please give name and location:
NO
8. Percent (%) of work done by own staff:
95%
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 last four years, including value of each:
MEXICO HOUSING 3 PROJECTS \$120,000 TOTAL
CHESTER BORN MIDDLE SCHOOL \$80,000
12. List of projects* currently in progress:
(PARKS & RECREATION) CITY OF COLUMBIA \$183,000

* Attach additional sheets as necessary *



BID BOND
(Public Work)

For the CBIC branch nearest you, call toll free:

(888) 283-2242
(888) 293-2242 FAX

Premium:

KNOWN ALL BY THESE PRESENTS, That we, DAVID R. GAINES CONSTRUCTION, LLC.
as Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY, Surety, are held and firmly bound unto BOONE COUNTY, MISSOURI
Obligee, in the sum of
FIVE PERCENT OF THE AMOUNT BID Dollars (\$ *****) for the
payment of which we bind ourselves, and our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for
Public Works Bathroom Expansion/Remodel
Public Works South Maintenance Facility
Bid Number 90-12DEC06 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with
the Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise the Principal and Surety will pay to the Obligee the difference between the
amount of the Principal's bid and the amount for which the Obligee shall in good faith contract with another person or entity to
perform the work covered by the Principal's bid, but in no event shall the Surety's and Principal's liability exceed the penal sum of
this bond.

Signed and sealed this 20th day of December, 2006.

DAVID R. GAINES CONSTRUCTION, LLC. (Seal)
Principal

By: DAVID R GAINES

CONTRACTORS BONDING AND INSURANCE COMPANY

By: [Signature]
Attorney-in-Fact Bruce E. Graham

LIMITED POWER OF ATTORNEY - READ CAREFULLY
CONTRACTORS BONDING AND INSURANCE COMPANY IS RESPONSIBLE ONLY FOR THE BOND DESCRIBED AND UP TO THE AMOUNT SET FORTH IN THIS LIMITED POWER OF ATTORNEY. ANY ERASURE WILL VOID THIS POWER OF ATTORNEY. IF YOU HAVE ANY QUESTIONS ABOUT OR WANT TO VERIFY THIS POWER OF ATTORNEY CALL CONTRACTORS BONDING AND INSURANCE COMPANY TOLL FREE AT (800)765-2242

Penal Sum : \$ \$2,000.00 Attorney No.: MO056 Power Number : 101139 Bond No. : BID
Limited Power of Attorney Expires: 3/21/2007 Date Approved : 12/21/2006
Approved by : _____ Signature _____ (Print Name) Don Sirkin
Name of Principal: DAVID R. GAINES CONSTRUCTION, LLC
Name of Oblige: BOONE COUNTY, MO
Description(s): EXPANSION/REMODEL - PUBLIC WORKS SOUTH MAINTENANCE FACILITY - BID NUMBER 90-21DEC06

Location (if applicable): _____

KNOW ALL MEN BY THESE PRESENTS THAT CONTRACTORS BONDING AND INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Washington and having its principal office in Seattle, King County, Washington does by these presents make, constitute and appoint BRUCE E. GRAHAM OF AUXVASSE MO its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond(s) and/or other documents incidental thereto described above; and to bind the Company thereby as fully and to the same extent as if each such bond, or other documents incidental thereto was signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary; hereby ratifying and confirming all that the said Attorney-In-Fact may do in the premises. Said appointment is made under and by the authority of the following resolutions adopted by the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY on September 10, 2001.

RESOLVED that the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company is authorized to appoint Attorneys-In-Fact for and on behalf of the Company with the power and authority to sign on behalf of the Company those surety bonds or undertakings of suretyship which may from time to time be approved by the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company; provided, however, that no Attorney-In-Fact shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$15,000,000, and provided, further, that no Attorney-In-Fact shall have the authority to issue a bid or proposal bond for any project where, if the contract is awarded, any bond or undertaking would be required with a penal sum in excess of \$15,000,000. An Attorney-In-Fact may also be authorized by Power of Attorney to execute any consent or other document incidental to said bond or undertaking, provided such document does not obligate the Company in excess of the limit set forth above. In no event shall any Attorney-In-Fact have any authority to sign any document or otherwise bind the Company in any way in connection with a claim on a surety bond or undertaking.

RESOLVED FURTHER that each Power of Attorney must set forth the specific description of the surety bond or undertaking to which it applies, the name of the principal, the name of the obligee, the penal sum, the bond number (except for a bid bond where there is no number), the identifying number of the Attorney-In-Fact, and the identifying number of the Power of Attorney. The Attorney-In-Fact shall not be authorized to obligate Company for surety bond or undertaking specified in the Power of Attorney (including any consents or other documents incidental to the surety bond or undertaking) for more than the penal sum specified in the Power of Attorney.

RESOLVED FURTHER that the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company is authorized to establish a specific expiration date for the Power of Attorney and to modify that date from time to time as the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company deems necessary in his/her sole discretion; the applicable expiration date is to be clearly set forth in any written Power of Attorney.

RESOLVED FURTHER that all previous resolutions by the Board of Directors authorizing the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company to appoint Attorneys-In-Fact for and on behalf of the Company remain in full force and effect; and that if a Power of Attorney based on this resolution is attached to a bond (for example, a bid bond), and a Power of Attorney based on another Board of Directors resolution is attached to another bond (for example, a performance and payment bond), it shall not affect the validity of either Power of Attorney or Bond.

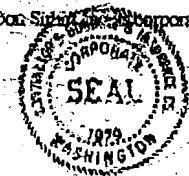
RESOLVED FURTHER that this Limited Power of Attorney containing this and the foregoing resolutions and the signatures of the President, Secretary, and Notary Public, and the corporate and Notary seals appearing hereon, are generated, stored and transmitted electronically, and therefore appear in printed form only at recipient's fax machine. This fax printed Limited Power of Attorney document and the signatures and seals appearing hereon therefore are, and shall be deemed originals in all respects.

RESOLVED FURTHER that the Company acknowledges the applicability of the Electronic Signatures in Global and National Commerce Act to this Limited Power of Attorney and that the signatures of the President, Secretary and Notary Public and the corporate and Notary seals appearing on any Limited Power of Attorney containing this and the foregoing resolutions as well as the Limited Power of Attorney itself and its transmission may be, or may be by facsimile or other means of electronic or electro-mechanical transmission or reproduction; and any such Limited Power of Attorney shall be deemed an original in all respects.

IN WITNESS WHEREOF CONTRACTORS BONDING AND INSURANCE COMPANY has caused these presents to be signed by Don Sirkin, its President, and its corporate seal to be hereto affixed 9/9/2002.

By: _____
Don Sirkin, President

CONTRACTORS BONDING AND INSURANCE COMPANY



STATE OF WASHINGTON - COUNTY OF KING

On 9/9/2002, personally appeared DON SIRKIN to me known to be the representative of the corporation that executed the foregoing Limited Power of Attorney and acknowledged said Limited Power of Attorney to be free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Brenda J. Scott
Notary Public in and for the State of Washington, residing at Seattle

The undersigned acting under authority of the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY, hereby certifies, as or in lieu of Certificate of the Secretary of CONTRACTORS BONDING AND INSURANCE COMPANY, that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and does hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand, at St. Louis, MO this 21 day of DEC 2006

R. Kirk Eland, Secretary

A1(052004)



Scroggs Architecture P.C.
Stuart S. Scroggs, Principal

1008 Maplewood Dr. Columbia, MO 65203
Phone: 573-442-5600 Fax: 573-442-5611
E-mail: sss@scroggsarchitecture.com

December 18, 2006

ADDENDUM NO. ONE

Bathroom Expansion/Remodel
Boone County Public Works
South Facility Maintenance Building
5551 Highway 63 South
Columbia, MO 65201
Bid Number 90-21 DEC06

Bidders are hereby informed of the following clarifications and/or modifications to be made in the plans and project manual for the above referenced project.

1. The Pre-Bid Meeting Minutes, dated December 12, 2006, issued with this Addendum are included as part of the Contract Documents.
2. Project Manual, Bid Response, page 4, Section III.
Clarification: "...to allow a deduction of \$0.00 dollars per calendar day from the final payment as liquidated damages (instead of \$100.00 dollars per calendar day)."
3. Project Manual, Insurance Requirements, page 10.
Clarification: "Owner's Contingent or Protective Liability and Property Damage - The Contractor has the option to provide Owner's Contingent or Protective Liability and Property Damage instead of the Comprehensive General Liability Insurance. The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply."
4. Project Manual, Supplemental Instructions to Bidders, page 23, Item H.
Add: "Boone Co. Public Works will provide a Porta-Potty for employee's and contractor's use."
5. Project Manual, Supplemental Instructions to Bidders, page 23, Item I.
Add: "Boone Co. Public Works will relocate the existing bathroom sink before the project starts."
6. Project Manual, Supplemental Instructions to Bidders, page 23, Item J.
Add: "The contractor shall remove all demolition materials, left-over construction materials and trash to the landfill."
7. Project Manual, Section 06 41 00 Plastic Laminate Casework.
Add: "The attached specification Section 06 41 00 Plastic Laminate Casework shall govern cabinet quality."
8. Drawings, Sheet 2, Floor Plan B/2 and Men's Toilet Elevations D/2.

- Clarification: "Contractor shall replace the existing toilet partitions with new baked enamel toilet partitions instead of rehabbing, repainting and re-installing the existing toilet partitions."
9. Drawings, Sheet 2, Floor Plan.
Add: "Paint the new west gypsum board wall in the Utility Room with 1 coat Sherwin-Williams PrepRite 200 Interior Latex Primer and 1 coat ProMar 200XP Interior Latex Eg-Shel B20-3200 series paint or equal."
10. Drawings, Sheet 3, Door & Frame Elevations.
Clarification: "Paint hollow metal doors No. 1, 2 & 3 and frames with Sherwin-Williams 1 coat PrepRite 400 Latex Primer and 2 coats ProMar 400 Interior Alkyd Semi-Gloss B34W400 series paint or equal."
11. Drawings, Sheet 6, Plumbing Plan A/6 and Plumbing Riser C/2.
Clarification: "Relocate existing water filter to above new lay-in ceiling on west wall of the Vestibule outside the Men's and Women's Bathrooms."
12. Drawings, Sheet 6, Plumbing Plan A/6 and Plumbing Riser C/2.
Clarification: "Remove and reconnect the water, waste and vent lines for the existing drinking fountain on the east wall of the Vehicle Maintenance Bay, located on the west end of the existing bathroom plumbing chase wall. Trench the floor slab as necessary to connect the drinking fountain waste line into the below slab waste line. Relocate the door eastward as necessary to clear drinking fountain waste, vent and water lines."
13. Drawings, Sheet 6, HVAC Plan.
Clarification: "New HVAC ductwork shall be galvanized and shall be insulated with ½" duct liner."
14. Drawings, Sheet 7, Power Plan.
Add: "Install one Marley No. ECP1024 or equal European style wall convector recessed radiant heater and one Marley No. M14100 or equal beige color toggle thermostat on the east wall of the Women's Toilet. Install conduit, wiring and circuit D-3,5 to existing panel D on the north wall of the Utility Room. See attached catalog cuts."



Scroggs Architecture P.C.
Stuart S. Scroggs, Principal

1008 Maplewood Dr. Columbia, MO 65203
Phone: 573-442-5600 Fax: 573-442-5611
E-mail: sss@scroggsarchitecture.com

December 12, 2006

Bathroom Expansion/Remodel
Boone County Public Works
South Facility Maintenance Building
5551 Highway 63 South
Columbia, MO 65201
Bid Number 90-21 DEC06

OWNER: Boone County Commission
Boone County Government Building, Suite 245
801 E. Walnut Street
Columbia, MO 65201

PRE-BID MEETING MINUTES

A. Meeting attendees were introduced. Those attending the December 12, 2006 Pre-Bid Meeting:

<u>NAME</u>	<u>COMPANY</u>	<u>PHONE #</u>	<u>FAX #</u>	<u>E-MAIL</u>
David Mink P.E., Dir.	Boone Co. Public Works	573-449-8515	573-449-1602	dmink@boonecountymo.org
Greg Eddington	Mgr., B.C. Design & Constr.	573-449-8515	573-449-1602	gedington@boonecountymo.org
Stuart Scroggs	Scroggs Architecture P.C.	573-442-5600	573-442-5611	sss@scroggsarchitecture.com
Michael Bungart	GBH Builders	573-893-3633	573-893-5847	
Lee Riley	Riley Contractors	573-446-4994	573-446-4800	lee@rileycontractors.com
Gary E. Dorr	Five Oaks Associates	573-682-1314	573-682-9514	5oaks@socket.net

B. Project Contacts/Consultants:

1. The Owner's representative for this project is Mr. David Mink, Director.
2. The Architect is Mr. Stuart Scroggs, Scroggs Architecture P.C.
3. The Purchasing Dept. is represented by Ms. Melinda Bobbitt, Director of Purchasing.

C. The project is publicly bid and Prevailing Wage rates are required (enclosed in the specification).

D. Sealed bids will be accepted until 1:15PM on December 21, 2006 at the Boone County Purchasing Office, 601 E. Walnut, Room 209, Columbia MO 65201. Bids received after the above specified time for opening will be returned to the sender unopened. Bids will be publicly opened at 1:30PM on December 21, 2006 in the Boone County Commission Chambers, 801 E. Walnut, Columbia MO 65201.

E. 5% bid bond is required.

F. Performance and Labor and Material Payment Bonds are required IF the contractor's bid amount is over \$25,000.

G. Request for clarifications must be received in writing or by fax no later than Friday, December 15, 2006 for inclusion on the final addendum.

H. No bids shall be withdrawn for a period of 60 days.

I. There are no alternates.

J. Unit prices – none.

- K. Liquidated damages are not a part of this contract.
- L. Time to achieve Substantial Completion shall be seventy five (75) consecutive calendar days.
- M. Plans have been submitted to the Boone Co. Public Works for building permit review and approval.
- N. Each bidder may obtain individual sets of plans for a non-refundable deposit per each set. DocuCopy, 3334 Brown Station Road, Columbia MO 65202, 573-814-1700, is printing and distributing the contract documents.
 - 1. A list of the planholders may be viewed at DocuCopy's website: http://onlineplanroom.docucopyllc.com/bidders.asp?job_id=4289.
 - 2. *All bidders are requested to visit DocuCopy's website to obtain a list of current planholders. Bidders are advised to please NOT call the Architect seeking a planholders list. Inquiries will be referred to visit the above website or contact DocuCopy to obtain a planholder's list.*
- O. A Pre-Construction Meeting will be scheduled with the successful general contractor after a construction contract has been executed.
- P. The apparent low bidder will submit his list of proposed subcontractors to the Architect within 24 hours of the bid opening.
- Q. All items requiring clarification to the contract documents during the bidding phase and as a result of this meeting will be distributed on addenda.
- R. Please note the Sales/Use Tax Exemption, page 14, of the General Project Requirements.
- S. Overview of the project scope.
- T. Tour of jobsite.
- U. Discussion.
 - 1. A Porta-Potty will be provided by the Owner for Contractor's use.
 - 2. Boone Co. Public Works will relocate the existing sink before the project starts.
 - 3. Addendum No. 1 will specify that the new HVAC ductwork will be galvanized and internally insulated.
 - 4. Addendum No. 1 will specify that the existing toilet partitions will be replaced with new baked enamel toilet partitions.
 - 5. Addendum No. 1 will specify paint for the hollow metal doors and frames.
 - 6. Addendum No. 1 will specify that the new gypsum board west wall will be painted.
 - 7. Addendum No. 1 will describe the cabinet quality.
 - 8. Addendum No. 1 will specify that the existing water filter will be relocated above the new ceiling.
 - 9. Addendum No. 1 will specify the contractor shall remove all demolition to the landfill.

SECTION 06 41 00 PLASTIC LAMINATE CASEWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Products Supplied But Not Installed Under This Section
 - 1. Vanity Base Cabinet and Wall Cabinets

PART 2 PRODUCTS

2.1 MATERIALS

- A. Wood Materials - Species as acceptable for AWI custom grade.
- B. Panel Product
 - 1. Cores -
 - a. Cabinet Doors - Medium density fiberboard (MDF) with minimum density of 48 lbs per cu ft.
 - b. All Other - Industrial grade particle board with minimum density of 45 lbs per cu ft.
 - 2. Facings -
 - a. Exposed - Plastic Laminate.
 - b. Cabinet Interiors - Melamine or Kortron.
 - 3. Edgings -
 - a. Exposed - Plastic Laminate.
 - b. Shelves - Hot-glued, 2 mm thick minimum, PVC edge-banding. White solid color Melamine or Kortron surface.
 - 4. Glues used in manufacture and fabrication of panel products shall be Type I or II.
 - 5. Moisture content shall be same as specified for lumber.

2.2 COMPONENTS

- A. Cabinet Hardware
 - 1. Cabinet And Drawer Pulls -
 - a. US26D steel-plated, brass/bronze core bow handles, 4 inches long minimum.
 - b. Quality Standard -
 - 1) Stanley 4484 or equal.
 - 2. Cabinet Adjustable Shelf Supports -
 - a. 32mm System - Casework Fabricator's standard.
 - b. Standard System -
 - 1) Quality Standards -
 - a) Knape & Vogt 255 and 256 or equal.
 - 3. Cabinet Hinges -
 - a. European style, self-closing
 - b. Doors 48 inches High or Less -
 - 1) 110 degree opening minimum.
 - 2) Two hinges
 - 3) Quality Standard - Blum 'Compact 33' or equal.

2.3 FABRICATION

- A. Construction
 - 1. Cabinet Body -
 - a. Use AWI Flush Overlay construction on cabinet bodies.
 - b. Install adjustable shelf supports recessed.
 - 2. Cabinet Doors -

- a. Full height, panel product cabinet doors may be fabricated in two pieces and joined on back with metal backplate. Backplate shall match interior door surface color.
 - b. Hinges - Install hinges using plastic insertion dowels for hinges and 'Euroscrews' for baseplates.
 - c. Every cabinet door shall have specified pull installed
- B. Cabinet Component Thickness and Material
- 1. Use plastic laminate facing on panel product, except on following surfaces, where Kortron or Melamine shall be used.
 - a. Cabinet interiors and shelving faces behind cabinet doors.
 - b. Cabinet exteriors permanently concealed.
 - 2. Ends, Bottoms, Tops - 3/4 inch thick panel product.
 - 3. Shelves -
 - a. Panel product
 - b. Thickness –
 - 1) 36 Inch - 3/4 inch thick.
 - 4. Backs - 1/4 inch thick panel product.
 - 5. Doors - 3/4 inch thick panel product.

PART 3 EXECUTION - Not Used

END OF SECTION



Marley
 Engineered Products
 An **SPX** Company

ECP SERIES EUROPEAN STYLE WALL CONVECTOR

APPLICATIONS:

Suitable for use in almost any room. Use single heaters in smaller rooms such as bedrooms and bathrooms. Use multiple heaters in larger rooms such as living rooms and family rooms. Wattage levels should be determined by heat loss calculations. Great source of supplementary heating of offices, reception rooms, game rooms and similar light duty commercial and residential applications.

Special Features

- Heater can be surface mounted or recessed into 2X4 or larger wall sections. It is designed to fit between 16" O.C. studs.
- Steel finned metal sheath electric heating elements provides uniform heat and long service life.
- Closely spaced bar grille design discourages insertion of foreign objects and directs air outward to effectively distribute heat to the middle of the room.
- High temperature plastic grille offers attractive appearance in a neutral color that is compatible with any decor.
- Contemporary styling uses soft curves on all edges, avoiding the sharp corners of a square design.
- Large wiring compartment is accessible from the front of the heater enabling rapid, easy hookup.

SPECIFICATIONS/FEATURES:

Wattages: 1000 and 1500 Watts

Control: Heater specifically designed for use with remote wall thermostats for maximum room comfort.

Construction: Heater consists of three major components. Steel backbox, steel heatdeck, and thermo plastic grille.

Electrical: Field wiring conveniently connects to backbox with heater out of the way. Heatdeck quickly connects to backbox with heavy-duty "plug-in-socket" connector. Unit is equipped with safety automatic limit protector.

Mounting: Unit protrudes 1 5/8" from wall when recessed mounted. When surface mounted the heater stands only 4 5/8" from the wall.

Rough-In:

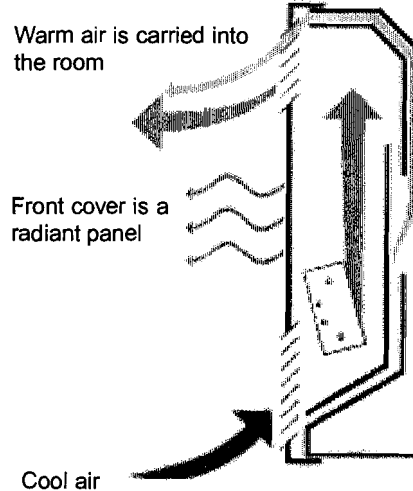
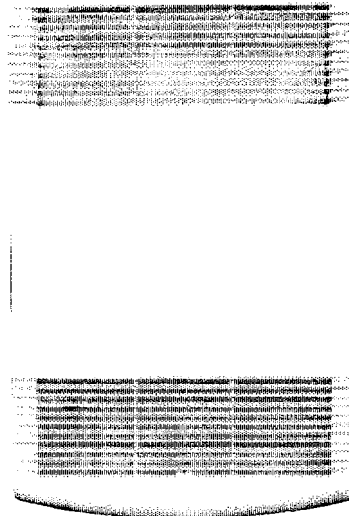
Surface Mounting – none.

Recessed – 23 1/8" High X 14 1/2" Wide

Grille Dimensions: - 26 1/4" High X 16 1/4" Wide

HEATER SELECTION:

CATALOG #	VOLTAGE	WATTAGE	WT
ECP1024	240/208	1000W/750W	27 lbs
ECP1524	240/208	1500W/1125W	27 lbs



AIR FLOW BENEFIT

The ECP Series convector is designed to have cool air travel up the back of the convector and help carry heated air into the room, preventing uncomfortable air layer stratification. Cool air is drawn up from the floor and warmed, then expelled back into the room. Also, the front cover of the convector acts like a radiant panel that warms objects within the room much as the sun does.

Marley Engineered Products reserves the right to change specification without prior notice.

This product is protected under one or more of the following US, Canadian, and International patents and patent applications: US Patent No. 6,132,310; International Patent No. WO 01/75376 A1 and other Patents Pending.

Visit our website at www.marleymep.com

Tempra-Sure®

PlatePals™

NEW

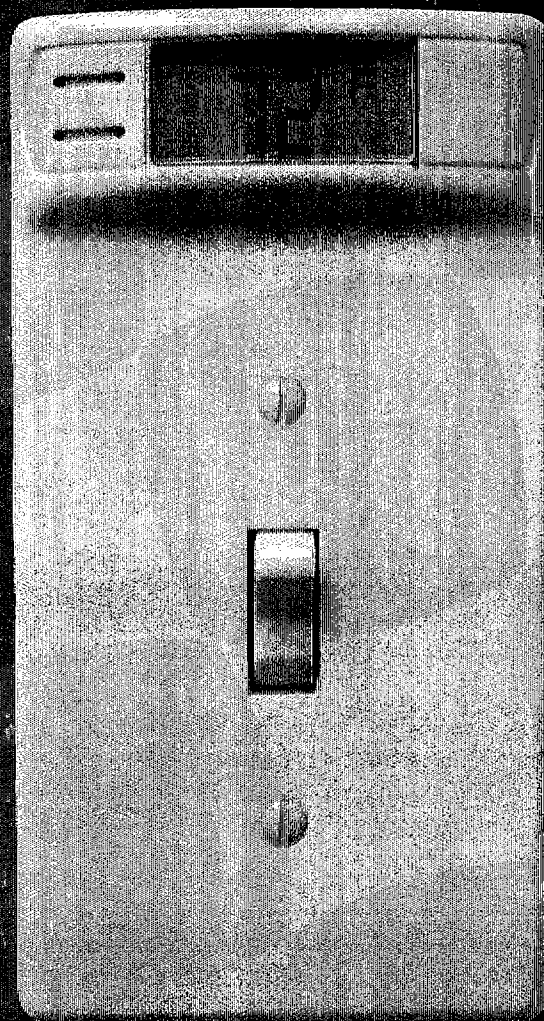
Digital Wall Plate Thermometer

**Helps
monitor
energy
costs**

**Accurate
to within 1°
Fahrenheit
or Celsius**

**Easy to
install ...
No wiring
necessary**

**Battery
Included**



- Digital read out.
- Installs in minutes...no wiring necessary!
- Simply replaces existing light switch wall plate.
- Ideal for use in any room.
- Great for children's rooms and baths.



Marley
Engineered Products
An SPX Company

ZGC-MTPPB

www.marleymep.com

Bennettsville, SC

Tempra-Sure®

Switch Plate Cover With Thermometer

June 2004

Model Number	UPC Number	Description	Box Bar Code (Interleaved 2 of 5)	List Price
M12100	0 98319 11200 2	White, Toggle switch plate thermometer. (12pcs in one box)	2 00 98319 11200 6	\$202.60
M12500	0 98319 11202 6	White, Decora switch plate thermometer. (12pcs in one box)	2 00 98319 11202 0	\$202.60
M14100	0 98319 11204 0	Beige, Toggle switch plate thermometer. (12pcs in one box)	2 00 98319 11204 0	\$202.60
M14500	0 98319 11206 4	Beige, Decora switch plate thermometer. (12pcs in one box)	2 00 98319 11206 8	\$202.60

Note: Can be field converted for Fahrenheit or Celsius by using the slide switch on back of plate.

Packaging:

Sold in box quantities only.

One Box:

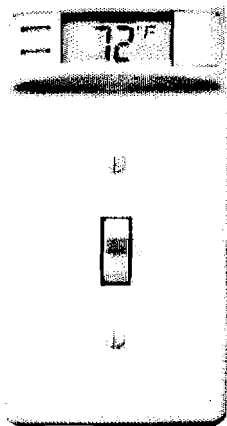
12 pcs. 9" x 6" x 5.5" 2.5lbs
Each piece is package in a self-sell (blister card)

Mis. Information:

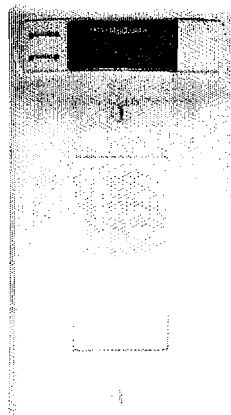
To get an idea on how regular wall plates sell throughout the industry, here is information that may help you decide what type and color of wall thermometer to purchase.

Toggle Type: 75% of total sales.
Decora Type: 25% of total sales.

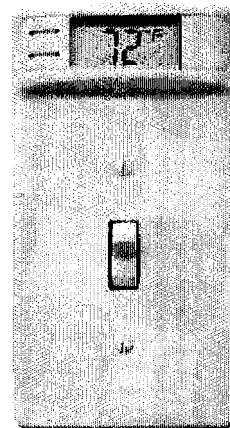
50% White - 50% Beige
80% White - 20% Beige



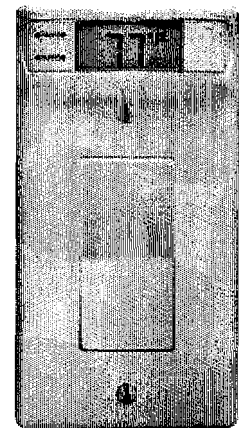
M12100



M12500



M14100



M14500



Scroggs Architecture P.C.
Stuart S. Scroggs, Principal

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E-mail: sss@scroggsarchitecture.com

December 18, 2006

ADDENDUM NO. 2

Bathroom Expansion/Remodel
Boone County Public Works
South Facility Maintenance Building
5551 Highway 63 South
Columbia, MO 65201
Bid Number 90-21 DEC06

Bidders are hereby informed of the following clarifications and/or modifications to be made in the plans and project manual for the above referenced project.

1. Project Manual, Division 9 Finishes, Catalog Cuts.
Clarification: "Install embossed FRP Glasboard-P manufactured by Kemlite Co. Inc. or equal, Ivory #84 color, 0.09" thickness."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2007

PRODUCER
 Graham Insurance Agency
 P.O. Box 67
 Auxvasse, MO 65231

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
 David R Gaines Construction, LLC
 6603 Thornbrook Drive
 Mokane, Missouri 65059

INSURER A: Allied Insurance Company
 INSURER B: First Comp
 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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC	ACP 7121705988	11/17/06	11/17/07	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000.
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____	ACP 7121705988	11/17/06	11/17/07	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 type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	ACP 7121705988	11/17/06	11/17/07	EACH OCCURRENCE \$ 1,000,000. AGGREGATE \$ 1,000,000. \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 0045332-01	05/19/06	05/19/07	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000. E.L. DISEASE - EA EMPLOYEE \$ 500,000. E.L. DISEASE - POLICY LIMIT \$ 500,000.
		OTHER				

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

CERTIFICATE HOLDER

Boone County Commission
 801 E Walnut Street
 Columbia, MO 65201

CANCELLATION

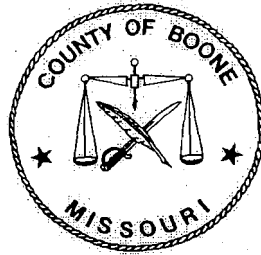
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS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

AUTHORIZED REPRESENTATIVE

Boone County Public Works

David W. Mink, P.E.
 Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South
 Columbia, Missouri 65201-9711
 (573) 449-8515 ext (223)
 FAX (573) 875-1602
 EMAIL: dmink@boonecountymo.org

January 24, 2007

David R. Gaines Construction LLC
 6603 Thornhill Road
 Mokane, MO 65059


Notice to Proceed – Bid Number 90-21DEC06 – Public Works Bathroom Expansion/Remodel

Dear Mr. Gaines:

You are hereby notified that the Contract Time under the above contract will commence on Monday January 29, 2007. You may start performing your obligations under the Contract Documents as of this date. In accordance with the Contract Bid Response, Section III, contract time shall not exceed seventy five (75) consecutive calendar days which is April 13, 2007.

The project coordinator for the County will be Greg Edington. Any work done outside of normal business hours must be coordinated with Greg. All required building permits must be obtained prior to commencement of work with inspections scheduled as required.

OWNER, Boone County, Missouri

By: 

David Mink, P.E.

Cc: Greg Edington
 Bob Davidson
 County Clerk ✓
 Purchasing
 Planning & Zoning
 Project File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned


Term. 20 07

In the County Commission of said county, on the 11th day of January 20 07
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve Simplex/Grinnell of Earth City, Missouri for a service / maintenance agreement for the fire alarm detection system at the Boone County Jail. The contract period will be January 1, 2007 through December 31, 2007. The sole source # is 16-123102.

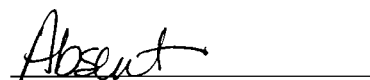
It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 11th day of January, 2007.


Ken Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkm
District II Commissioner

7 -2007

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 07


In the County Commission of said county, on the

11th day of January 20 07


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

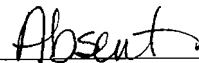
Now on this day the County Commission of the County of Boone does hereby award bid MM49 -- Digital Orthophotography and Planimetric and Topographic Mapping to Pinnacle Mapping Technologies. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

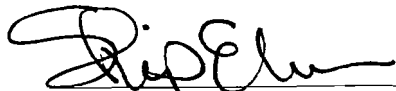
Done this 11th day of January, 2007.


Ken Pearson
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.

January Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the 11th day of January 20 07

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

Now on this day the County Commission of the County of Boone does hereby award bid 87-14DEC06 Ammunition Term and Supply to the following vendors:

Gulf States Distributors, Inc.


- 4.7.1. - CTS Super Sock 12 Gauge
- 4.8.1. - American Eagle 9mm, 115 grain ball FMJ
- 4.8.2. - American Eagle 223, 55 grain, FMJ
- 4.8.3. - Federal F127 RS 12 Gauge 2 3/4" slugs
- 4.8.4. - Federal F127 00 12 Gauge 2 3/4" buck
- 4.8.5. - #7 1/2" or 8" Birdshot: 12 gauge 2 3/4"
- 4.9.4. - American Eagle .223 62 grain
- 4.9.5. - Federal .223 62 grain tactical bonded
- 4.9.6. - Federal .223 55 grain tactical bonded
- 4.9.7. - .308 Federal 165 grain tactical rounds TBTL

Precision Delta Corp.


- 4.10.1. - .40 Caliber 180 grain
- 4.10.2. - .45 Caliber 230 grain
- 4.10.3. - 9 mm 124 grain

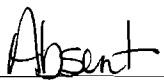
It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 11th day of January, 2007.


 Ken Pearson
 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
AMMUNITION TERM AND SUPPLY**

THIS AGREEMENT dated the 11 day of January 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Gulf States Distributors, 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 Ammunition, bid number **87-14DEC06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated December 5, 2006 and executed by Charles L. Dees Sr., 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 any applicable addenda 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 4.7.1. - CTS Super Sock 12 Gauge
- Item 4.8.1. - American Eagle 9mm, 115 grain ball FMJ
- Item 4.8.2. - American Eagle 223, 55 grain, FMJ
- Item 4.8.3. - Federal F127 RS 12 Gauge 2 ¾" slugs
- Item 4.8.4. - Federal F127 00 12 Gauge 2 ¾" buck
- Item 4.8.5. - #7 ½" or 8" Birdshot: 12 gauge 2 ¾"
- Item 4.9.4. - American Eagle .223 62 grain
- Item 4.9.5. - Federal .223 62 grain tactical bonded
- Item 4.9.6. - Federal .223 55 grain tactical bonded
- Item 4.9.7. - .308 Federal 165 grain tactical rounds TBTL

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 60 days after receipt of order except on AE223 and AE223N which will be within 4 months of receipt of an order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's 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 to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

GULF STATES DISTRIBUTORS, INC.

by Charles L. Lee

title Pres

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Keith Schmarre, Presiding Commissioner
KENNETH M. PEARSON

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

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 in a measurable county obligation at this time.)

1251/1255/2901-23200-
Term & Supply

No Encumbrance Required 12/27/06
Signature Date Appropriation Account

4. Response Form

- 4.1. Company Name: Gulf States Dist Inc
- 4.2. Address: 6000 E. Shirley Ln
- 4.3. City/Zip: Montgomery AL 36117
- 4.4. Phone Number: 800 223 7869
- 4.5. Fax Number: 334 279 9267
- 4.6. Federal Tax ID: 63 080 3427
- 4.6.1. Corporation - STATE OF AL
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

	Item	Unit Price	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$ 5 ³⁵ EA.	500	\$ 2675 ⁰⁰
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED) FEDERAL AE9DP	\$ 119 ⁵⁰ perm	13,000	\$ 1,553 ⁵⁰
4.8.2.	American Eagle 223, 55 grain FMJ (NO SUBSTITUTIONS ALLOWED) AE 223	\$ 122 ⁰⁰ per 500	20,000	\$ 4880 ⁰⁰
4.8.3.	Federal F127 RS 12 gauge 2 3/4" slugs (NO SUBSTITUTIONS ALLOWED)	\$ 79 ⁰⁰ per 250	1,000	\$ 316 ⁰⁰
4.8.4.	Federal F127 00 12 gauge 2 3/4" buck (NO SUBSTITUTIONS ALLOWED)	\$ 79 ⁰⁰ per 250	2,000	\$ 632 ⁰⁰
4.8.5.	#7 1/2" or 8" Birdshot: 12 gauge 2 3/4" TGL-12 (NO SUBSTITUTIONS ALLOWED)	\$ 36 ⁰⁰ per 250	3,000	\$ 432 ⁰⁰
4.8.6.	Sub-Total for Other Ammunition (4.8.1-4.8.5.)			\$ 7813 ⁵⁰
4.9.	Factory Loads			
4.9.1.	Remington Golden Saber, .40 Caliber 180 grain BJHP GSB40SWB (NO SUBSTITUTIONS ALLOWED)	\$ — NO BID	6,000	\$ —
4.9.2.	Remington Golden Saber, .45 Caliber 230 grain BJHP GSB45APB (NO SUBSTITUTIONS ALLOWED)	\$ — NO BID	1,000	\$ —
4.9.3.	Remington Golden Saber, 9mm 124 grain, BJHP GSB9MMD (NO SUBSTITUTIONS ALLOWED)	\$ — NO BID	1,000	\$ —
4.9.4.	American Eagle .223 62 grain (NO SUBSTITUTIONS ALLOWED)	\$ 125 ⁰⁰ per 500	20,000	\$ 5000

4.9.5.	LE223T3 FEEST! Federal .223 62 grain tactical bonded (NO SUBSTITUTIONS ALLOWED)	\$ 199 ⁰⁰ per 200	2,000	\$ 1990 ⁰⁰
4.9.6.	LE223T1 Federal .223 55 grain tactical bonded (NO SUBSTITUTIONS ALLOWED)	\$ 199 ⁰⁰ per 200	2,000	\$ 1990 ⁰⁰
4.9.7.	LE308T1 .308 Federal 165 grain tactical rounds TBTL (NO SUBSTITUTIONS ALLOWED)	\$ 217 ⁰⁰ per 200	1,000	\$ 1085 ⁰⁰
4.9.8.	Sub-Total of Factory Loads (4.9.1.- 4.9.7.)			\$ 10,065 ⁰⁰
4.10.	Reloads (to be used as practice ammunition)			
4.10.1.	.40 Caliber 180 grain. Equivalent to Remington Golden Saber BJHP GSB40SWB	\$	40,000	\$ NO BID
4.10.2.	.45 Caliber 230 grain. Equivalent to Remington Golden Saber BJHP GSB45APB	\$	10,000	\$ NO BID
4.10.3.	9mm 124 grain. Equivalent to Remington Golden Saber BJHP GSB9MMD	\$	7,000	\$ NO BID
4.10.4.	Sub-Total for Reloads (4.10.1-4.10.3.)			\$
4.11.	Grand Total for Ammunition (4.7.1. + 4.8.6. + 4.9.4. + 4.10.4.)			\$

4.12. Maximum Percentage Increase for 8 % 2nd Year 8 % 3rd Year]

4.13. Minimum Quantity for Order: 3 Cases Rounds Per Type

4.14. Delivery after Receipt of Order: 45-60 Days EXCEPT ON AE223 & AE223N) 3-4 MO.

4.15. 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

(PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE)

4.16. 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 Invitation 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.

4.16.1. Authorized Representative (Sign By Hand):

Charles L. Dees SR Date: 12-5-06

4.16.2. Print Name and Title of Authorized Representative

CHARLES L. DEES SR Date: 12-5-06

* PER ITEM 4.12. - DUE TO THE NATURE OF WORLD AFFAIRS & RAW MATERIAL ISSUES IT IS DIFFICULT TO PINPOINT INCREASES IN THE FUTURE. 8% IS AN ESTIMATE.



Request for Bid (Bid)

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

Heather Turner, CPPB, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **87-14DEC06**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

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

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from January 1, 2007 through December 31, 2007, and may be automatically renewed for an additional two (2) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Ammunition** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **Quantity** – The quantities indicated on the Response Form are estimates only and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **January 1, 2007 through December 31, 2007**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 2.6. **SCOPE OF SERVICE** – The Sheriff’s Department will order ammunition of various types and quantities, as detailed on the *Response Form*, on an “as needed” basis.
- 2.7. **ADDITIONAL INSTRUCTIONS**
- 2.7.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7.2. **Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.
- 2.7.3. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.7.4. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of

written specifications and product evaluation prior to any approvals being granted.

- 2.8. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.
- 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff’s Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
- 2.10. **NON-EXCLUSIVITY** - The County reserves the right to obtain “like or similar” products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.11. **DESIGNEE** – Boone County Sheriff’s Department
- 2.11.1. **Bid Clarification** – Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: hturner@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
 - 3.2.2. **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.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

	Item	Unit Price	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$	500	\$
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	\$	13,000	\$
4.8.2.	American Eagle 223, 55 grain FMJ (NO SUBSTITUTIONS ALLOWED)	\$	20,000	\$
4.8.3.	Federal F127 RS 12 gauge 2 3/4" slugs (NO SUBSTITUTIONS ALLOWED)	\$	1,000	\$
4.8.4.	Federal F127 00 12 gauge 2 3/4" buck (NO SUBSTITUTIONS ALLOWED)	\$	2,000	\$
4.8.5.	#7 1/2" or 8" Birdshot: 12 gauge 2 3/4" (NO SUBSTITUTIONS ALLOWED)	\$	3,000	\$
4.8.6.	Sub-Total for Other Ammunition (4.8.1-4.8.5.)			\$
4.9.	Factory Loads			
4.9.1.	Remington Golden Saber, .40 Caliber 180 grain BJHP GSB40SWB (NO SUBSTITUTIONS ALLOWED)	\$	6,000	\$
4.9.2.	Remington Golden Saber, .45 Caliber 230 grain BJHP GSB45APB (NO SUBSTITUTIONS ALLOWED)	\$	1,000	\$
4.9.3.	Remington Golden Saber, 9mm 124 grain, BJHP GSB9MMD (NO SUBSTITUTIONS ALLOWED)	\$	1,000	\$
4.9.4.	American Eagle .223 62 grain (NO SUBSTITUTIONS ALLOWED)	\$	20,000	\$

4.9.5.	Federal .223 62 grain tactical bonded (NO SUBSTITUTIONS ALLOWED)	\$	2,000	\$
4.9.6.	Federal .223 55 grain tactical bonded (NO SUBSTITUTIONS ALLOWED)	\$	2,000	\$
4.9.7.	.308 Federal 165 grain tactical rounds TBTL (NO SUBSTITUTIONS ALLOWED)	\$	1,000	\$
4.9.8.	Sub-Total of Factory Loads (4.9.1.– 4.9.7.)			\$
4.10.	Reloads (to be used as practice ammunition)			
4.10.1.	.40 Caliber 180 grain. Equivalent to Remington Golden Saber BJHP GSB40SWB	\$	40,000	\$
4.10.2.	.45 Caliber 230 grain. Equivalent to Remington Golden Saber BJHP GSB45APB	\$	10,000	\$
4.10.3.	9mm 124 grain. Equivalent to Remington Golden Saber BJHP GSB9MMD	\$	7,000	\$
4.10.4.	Sub-Total for Reloads (4.10.1–4.10.3.)			\$
4.11.	Grand Total for Ammunition (4.7.1. + 4.8.6. + 4.9.4. + 4.10.4.)			\$

4.12. **Maximum Percentage Increase for _____ % 2nd Year _____ % 3rd Year**

4.13. **Minimum Quantity for Order: _____ Rounds Per Type**

4.14. **Delivery after Receipt of Order: _____ Days**

4.15. 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

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.16. **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 Invitation 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.

4.16.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.16.2. Print Name and Title of Authorized Representative

_____ Date: _____



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

Standard Terms and Conditions

Heather Turner, CPPB, Senior Buyer
(573) 886-4392 - FAX (573) 886-4390

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



“No Bid” Response Form

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

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 87-14DEC06 Ammunition Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT FOR
AMMUNITION TERM AND SUPPLY**

THIS AGREEMENT dated the 11 day of January 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Precision Delta Corp.**, 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 Ammunition, bid number **87-14DEC06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated December 12, 2006 and executed by Patricia Lott, 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 any applicable addenda 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 4.10.1. - .40 Caliber 180 grain
 - Item 4.10.2. - .45 Caliber 230 grain
 - Item 4.10.3. - 9mm 124 grain
3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 30 days after receipt of order.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's 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 to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

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

PRECISION DELTA CORP.

by *Patricia Lott*
title *Vice President*

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Keith Schmarre, Presiding Commissioner
KENNETH M. PERESON

ATTEST:

Wendy S. Norton
Wendy S. Norton, County Clerk

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 in a measurable county obligation at this time.)

1251/1255/2901-23200-
Term & Supply

No Encumbrance Required *12/27/06*
Signature Date Appropriation Account

4. Response Form

- 4.1. Company Name: Precision Delta Corp
- 4.2. Address: PO Box 128
- 4.3. City/Zip: Rulerille, MS 38771
- 4.4. Phone Number: 662-756-2810
- 4.5. Fax Number: 662-756-2590
- 4.6. Federal Tax ID: 64-0671844
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

	Item	Unit Price	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$ N/B	500	\$ 0
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	\$ N/B	13,000	\$ 0
4.8.2.	American Eagle 223, 55 grain FMJ (NO SUBSTITUTIONS ALLOWED)	\$ N/B	20,000	\$ 0
4.8.3.	Federal F127 RS 12 gauge 2 3/4" slugs (NO SUBSTITUTIONS ALLOWED)	\$ N/B	1,000	\$ 0
4.8.4.	Federal F127 00 12 gauge 2 3/4" buck (NO SUBSTITUTIONS ALLOWED)	\$ N/B	2,000	\$ 0
4.8.5.	#7 1/2" or 8" Birdshot: 12 gauge 2 3/4" (NO SUBSTITUTIONS ALLOWED)	\$ N/B	3,000	\$ 0
4.8.6.	Sub-Total for Other Ammunition (4.8.1-4.8.5.)			\$ 0
4.9.	Factory Loads			
4.9.1.	Remington Golden Saber, .40 Caliber 180 grain BJHP GSB40SWB (NO SUBSTITUTIONS ALLOWED)	\$ N/B	6,000	\$ 0
4.9.2.	Remington Golden Saber, .45 Caliber 230 grain BJHP GSB45APB (NO SUBSTITUTIONS ALLOWED)	\$ N/B	1,000	\$ 0
4.9.3.	Remington Golden Saber, 9mm 124 grain, BJHP GSB9MMD (NO SUBSTITUTIONS ALLOWED)	\$ N/B	1,000	\$ 0
4.9.4.	American Eagle .223 62 grain (NO SUBSTITUTIONS ALLOWED)	\$ N/B	20,000	\$ 0

4.9.5.	Federal .223 62 grain tactical bonded (NO SUBSTITUTIONS ALLOWED)	\$ <u>N/B</u>	2,000	\$ <u>0</u>
4.9.6.	Federal .223 55 grain tactical bonded (NO SUBSTITUTIONS ALLOWED)	\$ <u>N/O</u>	2,000	\$ <u>0</u>
4.9.7.	.308 Federal 165 grain tactical rounds TBTL (NO SUBSTITUTIONS ALLOWED)	\$ <u>N/B</u>	1,000	\$ <u>0</u>
4.9.8.	Sub-Total of Factory Loads (4.9.1.- 4.9.7.)			\$ <u>0</u>
4.10.	Reloads (to be used as practice ammunition)	<u>per 1,000</u>		
4.10.1.	.40 Caliber 180 grain. Equivalent to Remington Golden Saber BJHP GSB40SWB	\$ <u>143.00</u>	40,000	\$ <u>5,720.00</u>
4.10.2.	.45 Caliber 230 grain. Equivalent to Remington Golden Saber BJHP GSB45APB	\$ <u>194.00</u>	10,000	\$ <u>1,940.00</u>
4.10.3.	9mm 124 grain. Equivalent to Remington Golden Saber BJHP GSB9MMD	\$ <u>119.00</u>	7,000	\$ <u>833.00</u>
4.10.4.	Sub-Total for Reloads (4.10.1-4.10.3.)			\$ <u>8493.00</u>
4.11.	Grand Total for Ammunition (4.7.1. + 4.8.6. + 4.9.4. + 4.10.4.)			\$ <u>8493.00</u>

4.12. Maximum Percentage Increase for 10 % 2nd Year 10 % 3rd Year

4.13. Minimum Quantity for Order: 10,000 Rounds Per Type Total

4.14. Delivery after Receipt of Order: 30 Days

4.15. 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

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

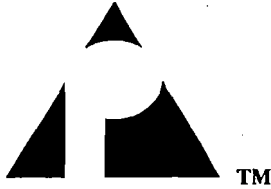
4.16. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission 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.

4.16.1. Authorized Representative (Sign By Hand):

Patricia Lott Date: 12-12-06

4.16.2. Print Name and Title of Authorized Representative

Patricia Lott, Vice President Date: 12-12-06



PRECISION DELTA CORPORATION

Phone 601-756-2810 * Fax 601-756-2590

PO Box 128 * 205 Floyce St.

Ruleville, MS 38771

PRODUCT SPECIFICATION SHEET

MANUFACTURER: Precision Delta Corp.

SYMBOL NUMBER: D180FMR

CALIBER & BULLET: 40S&W 180gr Full Metal Jacket, REMANUFACTURED

CASE: Mixed brass cases are deprimed then inspected for spits and cracks. They are sized to original manufactured size and then polished before loading.

PRIMER: Winchester WSP non-corrosive

POWDER: Winchester WSF, 5.8 grains

PACKAGING: 50 rds/bx; 1,000 rds/cs; All packaging meets DOT specifications.

LOT IDENTIFICATION: Ammunition is assigned a unique identification number to include the day, month, and year the ammunition was manufactured and the machine number use to manufacture the ammunition.

VISUAL INSPECTION: 100 visual inspection of finished cartridges prior to packaging

BALLISTIC & PERFORMANCE SPECIFICATIONS

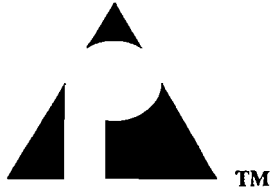
ACCURACY: Five 5-shot groups with product mean extreme spread of 4" at 50 yds.

INSTRUMENTAL VELOCITY: 990 +/- 50 ft./sec muzzle velocity using a SAAMI standard test barrel

CHAMBER PRESSURE: Complies with SAAMI recommended pressure levels.

BULLET PULL: Not applicable

PROPELLANT DETECTION: 100% mechanical and/or electrical detection of propellant levels within the cartridge.



PRECISION DELTA CORPORATION

Phone 601-756-2810 * Fax 601-756-2590
PO Box 128 * 205 Floyce St.
Ruleville, MS 38771

PRODUCT SPECIFICATION SHEET

MANUFACTURER: Precision Delta Corp.

SYMBOL NUMBER: D230FMR

CALIBER & BULLET: 45ACP 230gr. Full Metal Jacket, REMANUFACTURED

CASE: Mixed brass cases are deprimed then inspected for spits and cracks. They are sized to original manufactured size and then polished before loading.

PRIMER: Winchester Large Pistol WLP, non-corrosive

POWDER: Winchester 231, 5.5 grains

PACKAGING: 50 rds/bx; 1,000 rds/cs; All packaging meets DOT specifications.

LOT IDENTIFICATION: Ammunition is assigned a unique identification number to include the day, month, and year the ammunition was manufactured and the machine number use to manufacture the ammunition.

VISUAL INSPECTION: 100 visual inspection of finished cartridges prior to packaging

BALLISTIC & PERFORMANCE SPECIFICATIONS

ACCURACY: Five 5-shot groups with product mean extreme spread of 3.50" at 50 yds.

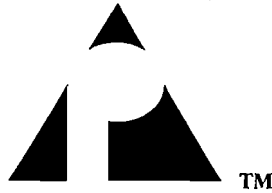
INSTRUMENTAL VELOCITY: 835 +/- 50 ft./sec muzzle velocity using a SAAMI standard test barrel

MUZZLE ENERGY: 356 ft. lbs

CHAMBER PRESSURE: Complies with SAAMI recommended pressure levels.

BULLET PULL: Not applicable

PROPELLANT DETECTION: 100% mechanical and/or electrical detection of propellant levels within the cartridge.



PRECISION DELTA CORPORATION

Phone 601-756-2810 * Fax 601-756-2590

PO Box 128 * 205 Floyce St.

Ruleville, MS 38771

PRODUCT SPECIFICATION SHEET

MANUFACTURER: Precision Delta Corp.

SYMBOL NUMBER: D124F9R

CALIBER & BULLET: 9MM 124gr Full Metal Jacket, REMANUFACTURED

CASE: Mixed brass cases are deprimed then inspected for spits and cracks. They are sized to original manufactured size and then polished before loading.

PRIMER: Winchester WSP non-corrosive

POWDER: Winchester 231, 4.6 grains

PACKAGING: 50 rds/bx; 1,000 rds/cs; All packaging meets DOT specifications.

LOT IDENTIFICATION: Ammunition is assigned a unique identification number to include the day, month, and year the ammunition was manufactured and the machine number use to manufacture the ammunition.

VISUAL INSPECTION: 100 visual inspection of finished cartridges prior to packaging

BALLISTIC & PERFORMANCE SPECIFICATIONS

ACCURACY: Five 5-shot groups with product mean extreme spread of 4" at 50 yds.

INSTRUMENTAL VELOCITY: 1075 +/- 50 ft./sec muzzle velocity using a SAAMI standard test barrel

MUZZLE ENERGY: 367 ft. lbs.

CHAMBER PRESSURE: Complies with SAAMI recommended pressure levels.

BULLET PULL: Not applicable

PROPELLANT DETECTION: 100% mechanical and/or electrical detection of propellant levels within the cartridge.



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

Request for Bid (Bid)

Heather Turner, CPPB, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **87-14DEC06**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

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

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from January 1, 2007 through December 31, 2007, and may be automatically renewed for an additional two (2) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Ammunition** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
 - 2.1.1. **Quantity** – The quantities indicated on the Response Form are estimates only and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **January 1, 2007 through December 31, 2007**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
 - 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.2. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
 - 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 2.6. **SCOPE OF SERVICE** – The Sheriff’s Department will order ammunition of various types and quantities, as detailed on the *Response Form*, on an “as needed” basis.
- 2.7. **ADDITIONAL INSTRUCTIONS**
 - 2.7.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
 - 2.7.2. **Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.
 - 2.7.3. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
 - 2.7.4. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of

written specifications and product evaluation prior to any approvals being granted.

- 2.8. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
- 2.10. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.11. **DESIGNEE** – Boone County Sheriff's Department
- 2.11.1. **Bid Clarification** – Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: hturner@boonecountymmo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
 - 3.2.2. **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.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____

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

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

	Item	Unit Price	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$	500	\$
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	\$	13,000	\$
4.8.2.	American Eagle 223, 55 grain FMJ (NO SUBSTITUTIONS ALLOWED)	\$	20,000	\$
4.8.3.	Federal F127 RS 12 gauge 2 3/4" slugs (NO SUBSTITUTIONS ALLOWED)	\$	1,000	\$
4.8.4.	Federal F127 00 12 gauge 2 3/4" buck (NO SUBSTITUTIONS ALLOWED)	\$	2,000	\$
4.8.5.	#7 1/2" or 8" Birdshot: 12 gauge 2 3/4" (NO SUBSTITUTIONS ALLOWED)	\$	3,000	\$
4.8.6.	Sub-Total for Other Ammunition (4.8.1-4.8.5.)			\$
4.9.	Factory Loads			
4.9.1.	Remington Golden Saber, .40 Caliber 180 grain BJHP GSB40SWB (NO SUBSTITUTIONS ALLOWED)	\$	6,000	\$
4.9.2.	Remington Golden Saber, .45 Caliber 230 grain BJHP GSB45APB (NO SUBSTITUTIONS ALLOWED)	\$	1,000	\$
4.9.3.	Remington Golden Saber, 9mm 124 grain, BJHP GSB9MMD (NO SUBSTITUTIONS ALLOWED)	\$	1,000	\$
4.9.4.	American Eagle .223 62 grain (NO SUBSTITUTIONS ALLOWED)	\$	20,000	\$

4.9.5.	Federal .223 62 grain tactical bonded (NO SUBSTITUTIONS ALLOWED)	\$	2,000	\$
4.9.6.	Federal .223 55 grain tactical bonded (NO SUBSTITUTIONS ALLOWED)	\$	2,000	\$
4.9.7.	.308 Federal 165 grain tactical rounds TBTL (NO SUBSTITUTIONS ALLOWED)	\$	1,000	\$
4.9.8.	Sub-Total of Factory Loads (4.9.1.– 4.9.7.)			\$
4.10.	Reloads (to be used as practice ammunition)			
4.10.1.	.40 Caliber 180 grain. Equivalent to Remington Golden Saber BJHP GSB40SWB	\$	40,000	\$
4.10.2.	.45 Caliber 230 grain. Equivalent to Remington Golden Saber BJHP GSB45APB	\$	10,000	\$
4.10.3.	9mm 124 grain. Equivalent to Remington Golden Saber BJHP GSB9MMD	\$	7,000	\$
4.10.4.	Sub-Total for Reloads (4.10.1–4.10.3.)			\$
4.11.	Grand Total for Ammunition (4.7.1. + 4.8.6. + 4.9.4. + 4.10.4.)			\$

4.12. **Maximum Percentage Increase for _____ % 2nd Year _____ % 3rd Year**

4.13. **Minimum Quantity for Order: _____ Rounds Per Type**

4.14. **Delivery after Receipt of Order: _____ Days**

4.15. 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

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.16. **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 Invitation 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.

4.16.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.16.2. Print Name and Title of Authorized Representative

_____ Date: _____



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

Standard Terms and Conditions

Heather Turner, CPPB, Senior Buyer
(573) 886-4392 - FAX (573) 886-4390

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



“No Bid” Response Form

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

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 87-14DEC06 Ammunition Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the

11th

day of

January

20 07

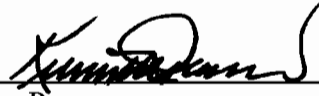
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid MM50 Hot Bituminous Asphalt Term & Supply to the following vendors:

Primary Supplier - APAC – Missouri Inc
Secondary Supplier – Christensen Asphalt

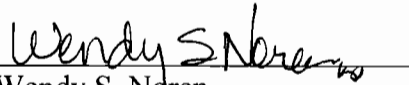
It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 11th day of January, 2007.

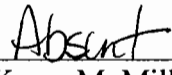


Ken Pearson
Presiding Commissioner

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

} ea.

January Session of the January Adjourned

Term. 20 07

County of Boone

In the County Commission of said county, on the

11th

day of

January

20 07

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

Now on this day the County Commission of the County of Boone does hereby approve the purchase agreement for the Prosecuting Attorney Case Management System with Karpel Computer, contract number C206075001. It is further ordered the Presiding Commissioner to sign said agreement.

Done this 11th day of January, 2007.

Ken Pearson
Presiding Commissioner

ATTEST:

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

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
PROSECUTING ATTORNEY CASE MANAGEMENT SYSTEM**

THIS AGREEMENT dated the 10 day of 2007-January⁷ is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Karpel Computer Systems** 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 furnishing, delivery, installation and maintenance of **Prosecuting Attorney Case Management System** in compliance with all proposal specifications and any addendum issued for the State of Missouri Request for Proposal number B2Z06075 and resulting contract number **C206075001**, as well as attached Addendum to Agreement between Contractor and County regarding maintenance, support and responsibilities and the Karpel Systems – Total Cost attachment. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the State of Missouri Request for Proposal number **C206075001** shall prevail and control over the vendor's proposal response.

2. **Contract Duration** - This agreement shall commence on **January 1, 2007 and extend through June 30, 2009**, subject to the provisions for termination specified below. After the completion of the initial contract period, this Agreement will continue to automatically renew on a month-to-month basis until either party terminates this Agreement by providing the other party with 30 days prior written notice.

3. **Rates and Charges** - Contractor agrees to provide Prosecuting Attorney Case Management System and service in accordance with its proposal response at the charges specified therein during the contract period. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the 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.

4. **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 hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
- c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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

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

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

KARPEL COMPUTER SYSTEMS

BOONE COUNTY, MISSOURI

by [Signature]
 title President + CEO

by: Boone County Commission
[Signature]
 Keith Schmarre, Presiding Commissioner
 Ken Pearson

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

June E. Pitchford
 Signature by cej

1/5/07
 Date

~~24425.00~~
 2905 - 70050 (\$12,950); 71101 (\$45,150);
 91301 (\$11,545); 91302 (\$66,505)

Appropriation Account	
2905-70050	\$12,950.00
2905-71101	\$45,150.00
2905-91302	\$66,325.00
	<u>\$124,425.00</u>

Addendum to Agreement

This Addendum to Agreement, effective on the date the main agreement to which this addendum applies, is made by and between the Boone County, Missouri (County) and Karpel Computer Systems, Inc. (Karpel) in order to memorialize the parties' understandings with respect to implementation and support of Karpel Case Management System (KCMS). This addendum specifies specific responsibilities of Karpel and two County departments involved with the implementation, administration and maintenance of KCMS software and County owned hardware and for that purpose the term County includes references to the Prosecuting Attorney's office (PA), the Boone County Department of Information Technology (IT)

For purposes of implementation and support of the KCMS software on County owned and operated computer hardware, the parties understand and agree to the following:

- 1. KCMS Administrators** - The Prosecuting Attorney's office shall designate one primary and one secondary KCMS Administrator, who shall have primary responsibility for the on-going operation and support of KCMS. This includes on-going and direct communication with the software vendor Karpel Computer Systems, Inc., answering all user questions, reporting problems to the vendor, training users, and coordinating any hardware/networking/backup issues with IT.
- 2. Hardware** - IT shall order the server (to meet or exceed Karpel's specifications), and the HSTC chassis and disk drives (for backups). IT shall install this hardware in the main server room on the 2nd floor of the Government Center and shall provide network connections and clean UPS power. IT shall provide server monitoring for automatic notification when hardware problems occur, and shall be responsible for initiating and following up on all necessary hardware service calls.
- 3. Software** - IT shall install and apply all maintenance updates to MS Windows 2003 Server, Backup Exec Client and Anti-Virus software on the server. IT shall notify Karpel at the time any MS Windows 2003 Server maintenance updates are applied. Any downtime required for server maintenance shall be scheduled ahead of time with the KCMS Administrator. Karpel shall install and maintain the Oracle database, the KCMS server software, and the KCMS Client software on each user workstation. IT shall provide backups of the KCMS Oracle database, KCMS software and server software per Karpel's specifications.
- 4. Data Conversion** - IT shall provide data layout documentation of data currently being transmitted from the Sheriff Department's HTE Jail and Crimes Management system to Boone County's EPICS (Enhanced Prosecutors Integrated System), which is the current system used by the PA's office. Karpel shall provide for the importing of this data into KCMS with no or minimal programming changes required by IT. Also, Karpel shall provide data layout documentation of data that will be sent to HTE, with IT responsible for providing programming to import KCMS data into HTE. IT shall provide data layouts of the data from the County's Bad Check system, which Karpel will import into KCMS for initial start-up. Then, on-going, Karpel shall provide automatic daily exports of KCMS bad check data in a format that matches the County's data layout, for transfer into the County's system for check processing. Likewise, Karpel and IT shall work together to provide all initial data conversion and on-going data transfers to support the current county's Delinquent State Tax System. The KCMS Administrator shall provide time to review and validate all conversion data.
- 5. User Support** - The KCMS Administrator shall answer all user questions and shall report all KCMS software problems to Karpel. KCMS users shall direct all questions and shall report all problems to the

KCMS Administrator and not to the IT Helpdesk. If not able to answer the users' questions or solve their problems, the KCMS Administrator shall contact Karpel for assistance.

The KCMS Administrator shall request all desired changes or enhancements to the operation and functionality of the KCMS software directly to Karpel.

6. Training - The KCMS Administrator shall schedule and coordinate all training for both users and administrators. Karpel shall be responsible for installing the KCMS Client software on all training machines. Karpel and/or the KCMS Administrator will instruct all training classes. The KCMS Administrator shall work with IT to coordinate training schedules around the availability of training machines. IT shall set up the training machines and connect them to the County's network, and then shall remove them when the training is finished. IT will have 4 laptops (and 1 printer if needed) available to be used during training. Karpel shall provide their own machine for training, and the PA's office shall provide a projector. IT may and reserves the right to audit both the Administrator and User training classes.

7. Karpel Remote Access - From time to time it may be necessary and practical for the vendor to have remote access to the County's KCMS server in order to install software, apply software fixes and/or enhancements and to perform specific troubleshooting. Remote Access shall be granted using a secure and reliable technology approved by the IT Network Administrator. The current technology recommended is GoToMyPC. IT shall install the GoToMyPC client on the server and shall provide connection instructions to Karpel.

In the event the main agreement to which this addendum applies is terminated for any reason, notice of termination shall be communicated to all parties to this addendum and termination shall not occur until all parties develop mutually acceptable transition plans in order to avoid disruption of operations and support of the Karpel Case Management System.

Karpel Systems - Total Cost

Rev. A - 9/28/06

Hardware	Backups	Antivirus	Unit Cost	Qty Maint	Count	1st Year Cost	2nd Year Cost
HP Intel Server			\$ 4,700.00		1	\$ 4,700.00	\$ 1,575.00
HSTC Chassis (backups)			\$ 5,995.00		1	\$ 5,995.00	\$ 1,575.00
Disk Drives			\$ 850.00		1	\$ 850.00	-
Backup Exec Client			\$ 110.00	22.00	1	\$ 110.00	\$ 23.10
Antivirus			\$ 70.00	14.00	1	\$ 70.00	\$ 14.70
Total						\$ 11,725.00	\$ 3,187.80
Karpel							
Oracle DB Server			\$ 45.00	2,025.00	43	\$ 2,025.00	\$ 575.00
KCMS			\$ 1,850.00	83,250.00	45	\$ 83,250.00	\$ 2,145.00
KCMS Annual Maint			\$ 370.00	46,650.00	45	\$ 46,650.00	\$ 16,650.00
Installation and Configuration Server			\$ 600.00	600.00	1	\$ 600.00	\$ 0
Installation and Configuration Workstation			\$ 150.00	6,750.00	45	\$ 6,750.00	\$ 0
Training Session for Administrators (5 People)			\$ 300.00	300.00	1	\$ 300.00	\$ 0
Training Session of 10 or less users per day			\$ 1,200.00	6,000.00	5	\$ 6,000.00	\$ 0
AS/400 Data Conversion (Includes EPICS, Bad Check, Delinquent Tax)			\$ 150.00	15,000.00	100	\$ 15,000.00	\$ 0
Data Import from HTE			\$ 150.00	6,000.00	40	\$ 6,000.00	\$ 0
Data Export to HTE			\$ 150.00	6,000.00	40	\$ 6,000.00	\$ 0
Data Export to TR Office (Bad Checks)			\$ 150.00	6,000.00	40	\$ 6,000.00	\$ 0
Total						\$ 148,575.00	\$ 16,650.00
Grand Total						\$ 160,300.00	\$ 19,837.80

124425.00 16650.00

County IT (Antenna Programming)	Count	Units
Data Export from HTE to Karpel	60	Hours
Data Import from Karpel to HTE	120	Hours
Total	180	
County IT (Antenna Technical)		
Communication of FTP Servers	10	Hours

Data Conversion PAQ Form

Contract No: C206075001	Local Agency: Boone County Prosecuting Attorney
PAQ Title: Data Conversion	Local Agency Address: 705 E. Walnut Street
State Agency: MOPS	Final PAQ Issue Date:
Agency Address: P.O. Box 899, Jefferson City MO, 65102	PAQ Request Date: January 2007
Agency Project Manager: Bonnie Adkins	Phone: (573) 886-4112 / Email: badkins@boonecountymo.org
Contractor Point of Contact: Jeff Karpel	Phone: (314) 892-6300 ext. 26 / Email: Karpel@karpel.com

MOPS Signature Authorization to Proceed (if applicable): N/A	_____ DATE: _____
Agency Signature Authorization to Proceed:	_____ DATE: _____
Contractor Signature Authorization to Provide Services:	_____ DATE: _____

PROJECT GOAL/OBJECTIVES:

The contractor is expected to provide a firm fixed price for data conversion services.

PROJECT APPROACH/SCOPE OF WORK:

Current Case Management System: EPICS (Enhanced Prosecutors Integrated System)
 Database structure: (see EPICS data layout in table below.)
 Database platform: AS/400 DB2

Task: Convert existing data, including data cleansing if applicable.
Acceptance Criteria: Converted data will be checked by local agency staff for accuracy. Local agency staff will provide the contractor with authorization to proceed.

Scope: The scope of this PAQ may vary between local agency offices.

Local Agency: Boone County Prosecuting Attorney
 Address: 705 E. Walnut Street Columbia, MO 65201
 Phone: 573-886-4112
 Contact Person: Bonnie Adkins

Please answer the following questions

Current number of Records in your database: _____ (see lists below)

EPICs System (11/6/06 11:00:00 am)		
Filename	Description	# of Records
PACA01	Case file	138,004
PANT01	Note file	12,898
PARES01	Restitution File	27,267
PACUS01	Custody Agency File	2
PAAL01	Alias File	5,481
PACG01	Charge File	251,003
PAWR01	Warrant Request File	15,671
PAST01	Statute File	7,852
PAAT01	Attorney File	690
PAACT01	Activity File	449,195
PANMCA01	Name to Case File	432,830
PANM01	General Name File	359,032
PASU01	Subpoena File	101,964
PARAP01	Rap Sheet File	64,244
PALOG01	Victim/Witness Log File	270
PADOC01	Docket Notes File (last used in 2000)	2,297,659
PATB01	Table File	666
PAAG01	Arresting Agency File	741
OCNLSPF	Live Scan File (letter)	67

Delinquent State Tax System (11/6/06 11:30:00 am)		
Filename	Description	# of Records
PATX01	State Taxpayer File	6,442
PANT01	State Taxpayer Owner Note File	1,929
PAACT01	State Taxpayer Activity File	40,186
PACD01	State Taxpayer Code Note File	56
PASJ01	State Taxpayer Satisfaction of Judgment	1,846
PAPA01	State Taxpayer Payment Agreement File	1
PAFN01	State Taxpayer Final Notice	91

Bad Checks System (11/6/06 11:45:00 am)		
Filename	Description	# of Records
PABC01	Writer File	42,316
PABC02	Joint Check Writer File	371
PANT01	Writer Note File	4,002
PACK01	Check File	211,349
PABA01	Bank File	3,198
PABU01	Business File	5,364
PACD010	Check Code File	62

Number of users: 35

System Administrator Name, e-mail and phone number: _____

List the Name(s) and Title(s) of all prospective users: (attach a separate sheet if necessary)

Daniel Knight – Prosecuting Attorney
Richard Hicks – First Assistant Prosecuting Attorney
Keith Bail – Assistant Prosecuting Attorney
Steven Berry – Assistant Prosecuting Attorney
Breck Burgess – Assistant Prosecuting Attorney
Merilee Crockett – Assistant Prosecuting Attorney
Nicole Gorovsky – Assistant Prosecuting Attorney
Steve Gunn – Assistant Prosecuting Attorney
John Roodhouse – Assistant Prosecuting Attorney
Andrew Scholz – Assistant Prosecuting Attorney
Connie Sullivan – Assistant Prosecuting Attorney
Assistant Prosecuting Attorney – To be filled by January 1
Bonnie Adkins – Office Administrator
Tracy Skaggs – Criminal Investigations Specialist/Legal Secretary
Kathy Cowgill – Check/Tax Administrator
Ellen Strautman – Account Specialist – Bad Checks/Tax Department
Susie Barr – Traffic Secretary
Linda Conz – Legal Secretary
Joy France – Legal Secretary
Dawn Klempke – Legal Secretary
Tammy Reinkemeyer – Legal Secretary
Linda Rutz – Legal Secretary
Linda Sloan – Legal Secretary
Jessica Watson – Legal Secretary
Aliisa Moore – Receptionist
Keith Picker – Records Specialist
Ruby Marsden – Chief Investigator
Bill Haws – Investigator
Ben White – Investigator
Mark Skjei – Witness Location Investigator
Mark Koch – Victim Specialist
Sheila Sublett – Witness Coordinator
Cheryl Zuch – Victim Assistant
Intern – Changes each semester
Intern – Changes each semester

Please provide the following information regarding your current computer hardware and software:

Server operating system: (to be ordered – will meet or exceed Karpel specifications.)

Type of Internet access: 2 dedicated T1s (3 Mbps)

Workstation specifications: Please provide the following information about each workstation. (attach a separate sheet if necessary)

Operating System Memory (RAM) Processor Hard drive space MS Word or WP

(All workstations meet or exceed Karpel specifications.)

Do you currently send or receive data electronically to the court's JIS system? No

Do you currently send or receive data electronically to your local law enforcement agency(s)? Yes (receive)

Comments or other information:

ON-SITE WORK HOURS:

Monday through Friday, 8:00 a.m. – 5:00 p.m. excluding state holidays

PROJECT ASSUMPTIONS AND PROVISIONS:

The following list of assumptions and provisions pertain exclusively to the associated PAQ. The word "local agency" refers to the county prosecutor's office, and "contractor" refers to Karpel Computer Systems.

- The scheduled task completion dates are for planning purposes only, and represent the target date when the corresponding deliverable is to be presented to the local agency for review.
- Changes in assigned contractor staff or material increases in work effort resulting from contractor actions will not result in additional fees being billed to the local agency.
- The contractor will notify the local agency and MOPS within 3 business days of any changes resulting in the delay of the implementation of the planned scheduled tasks.
- The local agency will assign sufficient internal management and staff resources that will provide the necessary time to ensure completion of scheduled task as planned. This includes availability of staff to answer contractor questions, and review of deliverables for accuracy.
- The local agency will notify the contractor within 3 business days of any changes resulting in the delay of the implementation of the planned scheduled tasks.
- The local agency will provide adequate workspace for the contractor and access to all applications, PC's and Servers necessary in the performance of their duties.
- Changes in project scope are to be documented by the contractor and submitted to the local agency and MOPS within 3 business days from the time the change was identified. The local agency and/or MOPS may approve, reject, or request a modification to the scope change. Any approved changes in scope will be documented by the local agency and/or MOPS by an amendment to the associated PAQ.

DELIVERABLES:

Converted Data

Local Agency will test data for accuracy and provide contractor with authorization to proceed.

PROJECT TIME LINE/WORK PLAN:

	<u>Duration</u> (<i>indicate # of hours</i>)	<u>Start Date</u>	<u>End Date</u>
Data Analysis	_____	_____	_____
Data Cleansing	_____	_____	_____
Conversion	_____	_____	_____

Workers Compensation and Employers Liability Insurance Policy
Insurer: Missouri Employers Mutual Insurance Company

INFORMATION PAGE

1.	INSURED: Karpel Computer Systems Inc 5714 S. Lindbergh Blvd Suite 200 Saint Louis, MO 63123		PRODUCER: 00279-001 J.R. Green Insurance Services, 607 Stockell Dr. Suite A Eureka, MO 63025	
	FEDERAL ID NO.: 431619763		OTHER NAMED INSURED:	
	RISK ID NO.:		OTHER LOCATIONS: See WC 99 06 04	
	INSURED'S LEGAL STATUS: Corporation			
2.	The policy period is from: 07/01/2006 to: 07/01/2007 12:01 A.M. standard time at the insured mailing address.			
3a.	Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: MO			
3b.	Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3a. The limits of our liability under Part Two are:			
		Bodily Injury by Accident	\$ 500,000	each accident
		Bodily Injury by Disease	\$ 500,000	policy limit
		Bodily Injury by Disease	\$ 500,000	each employee
3c.	Other States Insured: Part Three of the policy applies to the states, if any, listed here: NONE			
3d.	This policy includes these endorsements and schedules: See WC 99 06 02			
4.	<i>The premium for this policy will be determined by our Manual of Rules, Classifications, Rates & Rating Plans. All information required below is subject to verification and change by audit.</i>			
	See Classification Schedule	Total Estimated Premium:		\$3,647
		Estimated Second Injury Fund Surcharge:		109
Expense Constant: \$204		Total Estimated Premium and Surcharges:		\$3,756
Minimum Premium: \$433				
Billing Payment Mode: Annual Prepaid				

ISSUING OFFICE:
 101 N. Keene St.
 Columbia, Mo. 65201

Countersigned By: 

FARMERS INSURANCE EXCHANGE

MEMBERS OF FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES CALIFORNIA 90010

ISSUING OFFICE: P.O. BOX 2094, AURORA, IL 60507-2094
PHONE: (630) 907-0030

POLICY
 COVERAGE PART

Named Insured: **KARPEL COMPUTER SYSTEMS INC**
Mailing Address: **5714 S LINDBERGH BLVD STE 200**
SAINT LOUIS MO 63123

Prematic Acc't No. **14-61-376**
Agent **02594-75-49**
Policy Number

The named insured is an individual Partnership Corp. Joint Venture Organization (Other than Partnership or Joint Venture)
Business **COMPUTER MFG**

Policy period from **09/27/06** (not prior to time applied for) to **09/27/07** 12:01 am. Standard Time

This policy replaces other coverages that end at noon standard time on the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations)	\$	1,000,000	
Products Completed Operations Aggregate Limit	\$		
Personal & Advertising Injury Limit	\$	1,000,000	
Each Occurrence Limit	\$	1,000,000	
Fire Damage Limit	\$	50,000	ANY ONE FIRE
Medical Expense Limit	\$		ANY ONE PERSON

RETROACTIVE DATE (Applies only when Claims - Made form CG 00 02 is attached.) Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any.
Retroactive Date: (enter Date or "none" if no Retroactive Date applies)

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY: (Same as mailing address unless otherwise shown)
5714 S LINDBERGH BLVD STE 200
SAINT LOUIS MO 631236955

Area	Total Cost	Admissions	Payroll	Gross Sales	Units	Other
CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	'X' IF COVERED	RATE	ADVANCE PREM. (May be subject to adjustment)
01 COMPUTER MANUFACTURING	51941	S	280,900	<input checked="" type="checkbox"/> Premises/Operations <input type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Other	.843	500.00
CERTIFIED ACTS OF TERRORISM - ALL LOCATIONS						
				<input type="checkbox"/> Premises/Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Other		5.00

INCLUDES EXPERIENCE MODIFICATION AND/OR PACKAGE CREDIT IF APPLICABLE. *MINIMUM PREMIUM APPLIES

ENDORSEMENTS ATTACHED TO THIS POLICY: CG20261185 CG24021185 E0207-ED1 CG22751093
6036-ED1 IL00210498 IL02740300 CG21460798 CG21470798 CG21490798
G21351001 CG21711202 E0051-ED2 CG26251204 E4009-ED4 CG26431204
4024-ED1 CG21870504 IL00340504 CG24260704 CG00011204

By _____ (Date) _____ (Authorized Representative)



eto unswany

COMMERCIAL LINES POLICY

COMMON POLICY DECLARATIONS

3002150

This Insurance is provided by: UNITED NATIONAL INSURANCE COMPANY

Renewal of Number "NEW"

POLICY NUMBER B129680

Named Insured and Mailing Address

Producer Name and Address

KARPEL COMPUTER SYSTEMS, INC.
5714 LINDBERGH BLVD, SUITE 200
ST LOUIS MO 63123

MED JAMES INCORPORATED
150 LONG ROAD
SUITE 100
CHESTERFIELD, MO 63005

Policy Period: From 11/04/2005 to 11/04/2006 at 12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS: A CORPORATION

DATE OF APPLICATION: 11/02/2005

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM FEES AND TAXES
Professional (Non-Medical) Liability Coverage Part	\$4,100.00
Terrorism Risk Insurance Act Coverage	NOT COVERED
	POLICY FEE \$150.00
	SURPLUS LINES TAX \$212.50
	TOTAL \$4,462.50

PREMIUM SHOWN IS PAYABLE: AT INCEPTION.

MINIMUM PREMIUM: THIS POLICY IS SUBJECT TO A MINIMUM PREMIUM OF: \$1,025.00

COUNTERSIGNED:

DATE: 11/09/2005

Panela S. Russell

AT ITS AGENCY AT EVANSTON, IL

BY

William D. Schur

AUTHORIZED REPRESENTATIVE

FORMS & ENDORSEMENTS APPLYING TO ALL COVERAGE PARTS MADE A PART OF THIS POLICY AT TIME OF ISSUE ARE LISTED ON THE FORMS & ENDORSEMENT SUMMARY.

JDL 190-X (10/1996)

THIS IS EVIDENCE OF INSURANCE PROCURED AND DEVELOPED UNDER THE MISSOURI SURPLUS LINES LAWS. IT IS NOT COVERED BY THE MISSOURI INSURANCE GUARANTY ASSOCIATION. THIS INSURER IS NOT LICENSED BY THE STATE OF MISSOURI AND IS NOT SUBJECT TO ITS SUPERVISION.
LICENSEE: PAMELA S. RUSSELL

*Received
\$14403
Ray L. White*

POLICY NUMBER: B129680

FORMS AND ENDORSEMENTS SUMMARY

ALL COVERAGE PARTS

JDL 190-X	COMMON POLICY DECLARATIONS
GNR 1989	ELECTRONIC DATA PROCESSING APPLICATION
F114	EXCL-PUNITIVE AND SIMILAR DAMAGES
F116	DISCOVERY PERIOD OPTION
F126	DEDUCTIBLE LIABILITY INSURANCE
F178	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 00 17	COMMON POLICY CONDITIONS
NAA-105	PRIVACY NOTICE
JAA 100	POLICY JACKET
EAA 100	IN WITNESS CLAUSE
F223	EXCL-YEAR 2000
F637	INDOOR AIR QUALITY EXCLUSION
F640	TERRORISM EXCLUSION
F641	WAR EXCLUSION
SC-9	SERVICE OF SUIT

PROFESSIONAL (NON-MEDICAL) LIABILITY COVERAGE PART

UNIC 110-D	PROFESSIONAL (NON-MEDICAL) DECLARATIONS
F112	PROFESSIONAL (NON-MEDICAL) LIAB COVERAGE
F173	EXCL-ELECTRONIC DATA PROCESSING
F220	INSURANCE WARRANTY

PROFESSIONAL (NON-MEDICAL) LIABILITY COVERAGE PART

DECLARATIONS

POLICY NUMBER B129680

PROFESSIONAL SERVICES

SYSTEM ANALYSIS & DESIGN; SOFTWARE DEVELOPMENT
PROGRAMMING, IMPLEMENTATION, SUPPORT & TRAINING; CONSULTING ON
NETWORK DESIGN, MIGRATION, IMPLEMENTATION AND ADMINISTRATION

LIMITS OF INSURANCE

Each Claim	\$1,000,000
Aggregate	\$1,000,000

DEDUCTIBLE AMOUNT

Each Claim	\$5,000
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RETROACTIVE DATE: 11/04/2005

PREMIUM

The Premium for this Coverage Part is: \$4,100.00

FORMS AND ENDORSEMENTS

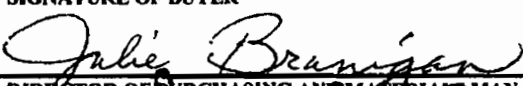
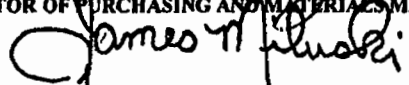
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue are listed on the Forms & Endorsements Summary.

UNIC 110-D (10/1996)



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C206075001	CONTRACT TITLE Prosecuting Attorney Case Management System
AMENDMENT NUMBER NA	CONTRACT PERIOD AUGUST 11, 2006 THROUGH JUNE 30, 2009
REQUISITION NUMBER NR 282 MOPS600000003	VENDOR NUMBER 4316197630 0
CONTRACTOR NAME AND ADDRESS KARPEL COMPUTER SYSTEMS (KCS) 5714 S. LINDBERGH BLVD, SUITE 200 ST. LOUIS, MO 63123	STATE AGENCY'S NAME AND ADDRESS MISSOURI OFFICE OF PROSECUTION SERVICES (MOPS) PO BOX 899 JEFFERSON CITY, MO 65101
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal of Karpel Computer Systems (KCS) dated 6/19/06 as signed by Mr. Jeffrey Karpel is accepted pursuant to BAFO request #001, KCS's BAFO response #001 dated 7/20/06, and pursuant to e-mail clarification response from Mr. Joe Heltibrand dated 7/11/06 and email response from Mr. Karpel dated 7/27/06 and pursuant to RFP B2Z06075 as modified by all amendment(s) and BAFOs.	
BUYER Julie Branigan	BUYER CONTACT INFORMATION Email: Julie.Branigan@oa.mo.gov ; Phone: 573-751-4148; Fax: 573-526-9818
SIGNATURE OF BUYER 	DATE 8/11/06
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
Department of Revenue
Taxation Bureau

VENDOR NO TAX DUE

KARPEL COMPUTER SYSTEMS INC
5714 S LINDBERGH BLVD SUITE 200
ST LOUIS, MO 63123

DATE ISSUED: JULY 19, 2006
VALID THROUGH: OCTOBER 19, 2006

MISSOURI TAX ID NUMBER: 14967634
FEDERAL IDENTIFICATION NUMBER: 431619763

The Department of Revenue, State of Missouri, certifies that based on the information provided the above listed vendor and its affiliates are properly registered to collect and pay sales and/or use tax in compliance with Section 34.040.6, RSMo. and has fully filed and paid all tax due, including penalties and interest, or does not owe any sales and/or use tax, according to the records of the Missouri Department of Revenue as of July 19, 2006.

This statement of no sales and/or use tax due is valid for 90 days from the date of issuance. This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Missouri Department of Revenue as a result of audit or determination of successor liability.

DIRECTOR OF REVENUE OR DELEGATE
STATE OF MISSOURI

BY:

A handwritten signature in cursive script that reads "David J. Zanone".

David J. Zanone
Manager, Sales/Use Tax

AB:DU2067

CBF029
200620000300713

Branigan, Julie

From: Branigan, Julie
Sent: Wednesday, July 19, 2006 8:51 AM
To: 'karpel@karpel.com'
Subject: Missouri RFP B2Z06075 - BAFO Amend
Importance: High
Attachments: B2Z06075_BAFO Amend_Karpel.doc

Dear Mr. Karpel:

You are hereby notified of a change to RFP B2Z06075 for Prosecuting Attorney Case Management System. The change is detailed on the attached page. The State of Missouri requests that your organization address the change as part of BAFO Request No. 001 dated July 18, 2006, with the exception of the requested "Vendor No Tax Due" Certification. **The certification documentation may be submitted via a separate document by no later than July 28, 2006 prior to 4:00 p.m. to allow extra time to research and provide the appropriate certification.** See further information on how to obtain this certification in the attachment.

NOTE: ONLY the Vendor No Tax Due certificate may be submitted via email or facsimile at a later date not to exceed July 28, 2006. The original BAFO response must be submitted no later than July 21st per the instructions in the BAFO request letter.

If you have any questions regarding this BAFO request, please contact me at (573) 751-4148 or e-mail me at Julie.Branigan@oa.mo.gov.

Sincerely,

Julie Branigan, CPPB

State of Missouri ~ Office of Administration
Division of Purchasing & Materials Management (DPMM)
Phone: (573) 751-4148
Fax: (573) 526-9818
Email: Julie.Branigan@oa.mo.gov
Web Site: <http://www.oa.mo.gov/purch/>

**BAFO REQUEST NO. 001 FOR RFP B2Z06075
AMENDMENT**

OFFEROR RESPONSE TO CHANGED REQUIREMENTS:

Offerors are hereby advised that additional changes to the RFP have been made as noted below: Refer to the attached amended BAFO #001 RFP for further information.

1. RFP paragraph 2.21.1 a, REVISED:
 - a. All licensing provided must be user-based or server-based. If any of the software licensing is based on concurrent users *where not all users of that particular piece of software are required to be licensed but is a matter of only up to a set number of users will have the ability to access the system at any one time* then for cost evaluation purposes only the ratio of users to concurrency shall be 2:1 (i.e., for every 2 individual users shall equal 1 concurrent user license, therefore for 330 users a concurrent license would be for 165 users).
2. The BAFO Request Letter indicated to include the original plus nine copies (for a total of *ten (10)* documents) of your response. Offerors are requested to include in addition to this, to provide an electronic copy of their BAFO response on CD(s), including all exhibits and/or attachments, in Microsoft-compatible format.
3. In accordance with Section 34.040.6 RSMo, DPMM is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144.

In order for DPMM to be able to consider your response to the IFB/RFP noted above, you must verify that you are either registered to collect sales and/or use tax in Missouri, or you are not making retail sales of tangible personal property or providing taxable services in Missouri. You can provide this verification by submitting an official "Vendor No Tax Due" certificate issued by the Missouri Department of Revenue. The Department of Revenue will issue the "Vendor No Tax Due" certificate if you are properly registered to collect and have properly remitted sales and/or use tax, or if you are not making retail sales in Missouri. **Once the "Vendor No Tax Due" certificate is issued, submit it NO LATER THAN FRIDAY JULY 28, 2006 faxed to my attention at 573-526-9818 or scanned/emailed to me at Julie.Branigan@oa.mo.gov.**

If you do not provide the "Vendor No Tax Due" certificate by the date specified above and/or maintain a compliant tax status, it may render your proposal unacceptable for further consideration.

NOTE: ONLY the Vendor No Tax Due certificate may be submitted via email or facsimile at a later date not to exceed July 28, 2006. The original BAFO response must be submitted no later than July 21st per the instructions in the BAFO request letter.

You may obtain a "Vendor No Tax Due" certificate by contacting the Missouri Department of Revenue. The attached document provides information on how to obtain the "Vendor No Tax Due" certificate. Additional information regarding Section 34.040.6 RSMo is available on the Department of Revenue's website at <http://www.dor.mo.gov/tax/business/sales/hb600.htm>.

Branigan, Julie

From: Branigan, Julie
Sent: Tuesday, July 18, 2006 8:35 AM
To: 'karpel@karpel.com'
Subject: Missouri RFP B2Z06075 - Competitive Negotiations
Importance: High
Attachments: B2Z06075 - BAFO (final).doc; B2Z06075_BAFO ltr_Karpel.doc

Dear Mr. Karpel:

In accordance with paragraph 5.2.6 of RFP B2Z06075 (Prosecuting Attorney Case Management System), the State of Missouri hereby desires to enter into competitive negotiations with Karpel Computer Systems.

This letter constitutes a Request for Best and Final Offer (BAFO). It includes two attachments. The first attachment outlines (1) the deficiency identified within your proposal, which are not responsive or does not comply with the requirements of the RFP; and (2) a request for specific acceptance of changed RFP paragraph(s) included in the attached document. The second attachment is the BAFO revised RFP document in which the BAFO cover page form must be utilized in submitting your response.

Unlike other request(s) for clarification of your proposal, you may now change and/or add information and/or pricing to your proposal. If during the course of any previous clarification(s), you added any information beyond mere clarification or changed your proposal in any way, you must resubmit that information if such information is desired to be a part of its proposal, since any additional information or changes to the proposal provided during clarification(s) cannot be considered in the evaluation. *Because this is a Best and Final Offer, you must consider your response to this BAFO request as your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.*

You are requested to respond to this BAFO request by submitting a written, sealed "Best and Final Offer" BY FRIDAY, JULY 21, 2006 PRIOR TO 2:00 P.M. CENTRAL TIME to:

Attention: Julie Branigan
Division of Purchasing and Materials Management
301 West High Street, Truman Building, Room 630
Jefferson City, MO 65102

The outside of the packet containing the BAFO response needs to state, "BAFO for B2Z05026" on the lower left corner. Please include the original plus nine copies (for a total of *ten (10)* documents) of your response. **Faxed or e-mailed responses are not acceptable.**

If you have any questions regarding this BAFO request, please contact me at (573) 751-4148 or e-mail me at Julie.Branigan@oa.mo.gov. I sincerely appreciate your efforts in working with the State of Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

Julie Branigan, CPPB

State of Missouri ~ Office of Administration

Division of Purchasing & Materials Management (DPMM)

Phone: (573) 751-4148

Fax: (573) 526-9818

Email: Julie.Branigan@oa.mo.gov

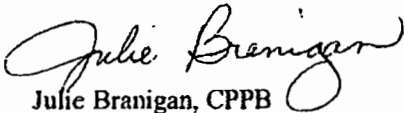
8/1/2006

The attached Request for Best and Final Offer cover page form must be completed, signed by an authorized representative of your organization and returned along with your detailed response. Your detailed BAFO response should address the identified deficiency and each change to the RFP by utilizing the same numbering outline as indicated in the first attachment hereto. If pricing is resubmitted, please follow the pricing structure established in the RFP unless it has been amended by the attached BAFO request.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc. to me, as the buyer of record. Neither you nor your agents may contact any other state employee regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this BAFO request, please contact me at (573) 751-4148 or e-mail me at Julie.Branigan@oa.mo.gov. I sincerely appreciate your efforts in working with the State of Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Julie Branigan, CPPB
Division of Purchasing and Materials Management

cc: Evaluation Team
RFP B2Z06075

Attachments

BAFO #001 TO RFP B2Z06075

TITLE: PROSECUTING ATTORNEY CASE MANAGEMENT SYSTEM

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2009

BAFO ADDED 2.21.1 a – Concurrent users

KCMS is not priced on a “concurrent user” model. Our pricing will reflect the original RFP request for 330 user-based licenses.

BAFO ADDED 2.21.1 b – Same per user

Karpel Computer Systems agrees and understands that Software licensing costs shall be the same per user regardless of the office staff (end-user) size or location in which the software is installed at.

Clarification of 2.21.2 and Deficiency Correction

Karpel Computer Systems will charge maintenance as defined in Exhibit A for only the installed licenses. Furthermore, a one year warranty (twelve months) for each county/agency will begin upon successful installation at each individual county/agency.

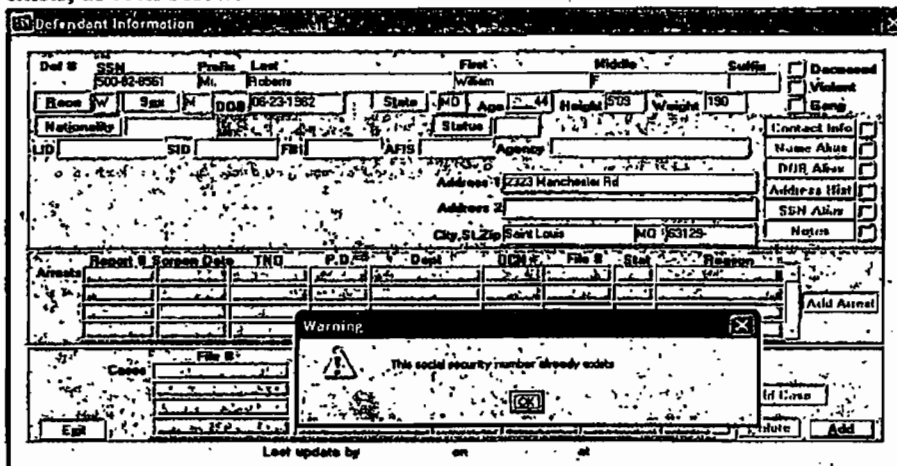
Furthermore, Karpel Computer Systems will provide 240 programming/network support hours based on 330 fully paid maintenance licenses. These hours will be prorated for the number of installed licenses less than 330. However, at no time during this contract, will the number of programming hours provided to the agencies be less than 60 hours as desired in the RFP.

BAFO ADDED 2.28.1 – Quantities

Karpel Computer Systems understands that the quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

BAFO ADDED 3.2.1 a – Duplicate entry alert and duplicate merge capabilities

When adding a person to KCMS, the system will alert the user that this social security number already exists, as seen below.



The user is allowed to add the person, but is warned.

Clarification of 3.2.19 – Field Validation

- KCMS warns the user if she sets a person's social security number to that of another person in the system.
- KCMS does not allow a future date for a filing date.
- KCMS does not allow court cause numbers, prosecutor file numbers, or ticket numbers to be duplicated across cases.
- KCMS requires a driver's license number and a ticket number if a case is a traffic case.
- KCMS requires an offense location / date on all charges.
- KCMS does not allow a repealed charge to be used on a charge unless the offense date is prior to the repealed date.
- KCMS validates the charge and NCIC modifiers against the state charge code.
- KCMS warns the user when taking any action on a disposed case.
- Action codes in KCMS can be configured by the system administrator to be prohibited if certain actions have already been issued on the case, and require other actions to be present if the user wishes to issue an action. For instance, you may want to ensure that before a defendant can plead the case must have been screened, issued, heard by the grand jury or prelin, filed and arraigned.
- Action codes in KCMS can be configured by the system administrator to require a value for responsible party when entering minutes on a case.
- KCMS does not allow an action date in the case minutes to be a future date.
- KCMS does not allow duplicate dockets. This is silent as the docket addition is ignored.
- KCMS does not allow a case to be on two different dockets for the same day. The user is prompted to delete the other docket before the add takes place.

Throughout the application, field edit masks are in place to validate and show the data to the user in a meaningful format. For instance, a social security number will always be shown as 555-55-5555, a phone number will always be shown as (314) 892-6342, and dates will always be shown as 07-11-2006.

Clarification of 3.2.21 7) – 10 Day Notification Letters

The document codes in the Bad Check module have a field indicating which notice the document represents (first, second, third, etc.). When the document is produced for a case check, the check is marked as having a first, second, or third notice sent on the date the document was produced. This allows the system to automatically report those cases that have not yet had the appropriate notice sent.

BAFO ADDED 3.2.23 a .7) – Joint and Several Restitution

KCMS allows Joint and Several Restitution. The restitution data is stored on the case participant thus allowing KCMS to be flexible enough to allow more than one person (defendant) to be responsible for payment to that participant. Conversely, if the defendant owes restitution to more than one participant, this is possible as well.

BAFO REVISED 3.2.25 – MACH-CR separation

KCMS has a separate but integrated data table for the Missouri Approved Charges - Criminal, (MACH-CR) language AND The MACH-CR table must be separate from any other table of the system to allow easy updates.

KCMS allows the user to copy case information, including charging information and associated witness/victims to another case as illustrated by the Copy Charges button on the screen below.

Case Information - Dogus, Test

Def Name: Test Dogus, SSN: 111-11-1111, Status: OPEN, Stage: ISSUED, Firearm: Sp Trial: DV:

File # Type: MC366990, Cause Number: , Date Issued: 02-05-2006, Multi Offender: Asset: See Crime:

New File #: , Prev. Cases: MC366992, License #: , Ticket #: , Notes:

Division: 01, Pen. #: , Last Action: 05-01-2006 SYS Affidavit Service Of Subpoena Generated for Officer Charles Maitland to Division 01 on 03/15/2006 at 01:30 AM.

Prosec. Atty: , Def. Atty: , Probable Cause:

Prosecutor: 84071, Withdraw: Joseph Kaise, Defense: 24229, Withdraw: Robert Adler, Edit Statement:

Co-Counsel: ,

CHY	AN	MACH	CR	Description	Statute	Type	Class	NCIC	MOD	Offense Date	Disp	STC
2		18.02.00		Assault 1st Degree - Class A Felony	565.081	F	A			01-01-2006	DPPGAC	
3		23.54.00		Burglary 2nd Degree - Class C Felony	569.178	F	C	99	D	01-01-2006	DPPGAC	
4		32.02.1A		Armed Criminal Action	571.015	F	C			01-01-2006		
5		32.02.1A		Armed Criminal Action	571.015	F	C			01-01-2006		
6		18.02.00		Attempted Stealing Of A Motor Vehicle - Class C Felony	670.030	F	C			01-01-2006		
7		18.02.00		Stealing - Class C Felony	204.330	M	A	99	D	01-01-2006		

Copy Charges: Remember Counts: Add Charges:

Special Conditions: Action Entry: Full Case Display: Delete: Update:

Last update by: BILL on 05-01-2006 at 03:09 am

As shown in the following screens, KCMS has additional functionality to copy witnesses from one case to another (see the "Witness Copy" button on the witnesses tab). When this button is pressed, the user simply enters the prosecutor number or court cause number and is presented with a list of witnesses for the specified case as seen below.

Case Information - Gralish, David J.

Def Name: David Gralish, SSN: 495-08-8474, Status: CLOSED, Stage: CVDP, Firearm: Sp Trial: DV:

File # Type: MC72000, Cause Number: 01CR002651, Date Issued: 05-11-2007, Multi Offender: Asset: See Crime:

New File #: , Prev. Cases: , License #: , Ticket #: , Notes:

Division: , Pen. #: , Last Action: 01-25-2007 CVDP As special conditions of defendant's probation he is to serve 120 days shock time in the County Jail and make restitution in the S.C.

Report #: , Police Dept: St. Louis County, Probable Cause:

Prosec. Atty: , Def. Atty: , Probable Cause:

Prosecutor: 41437, Withdraw: John Quarenghi, Defense: 26769, Withdraw: Charles Blings, Edit Statement:

Co-Defendants: ,

WITNESS	Dept.	DSN	Type	Last Name	First Name	R	S	DOB	Phone	Description
			Victim						616-368-4444	Home
			Other Lay Witness						616-368-4444	Business
			Other Lay Witness						616-368-4444	Business
	059	1906	Reporting Officer							

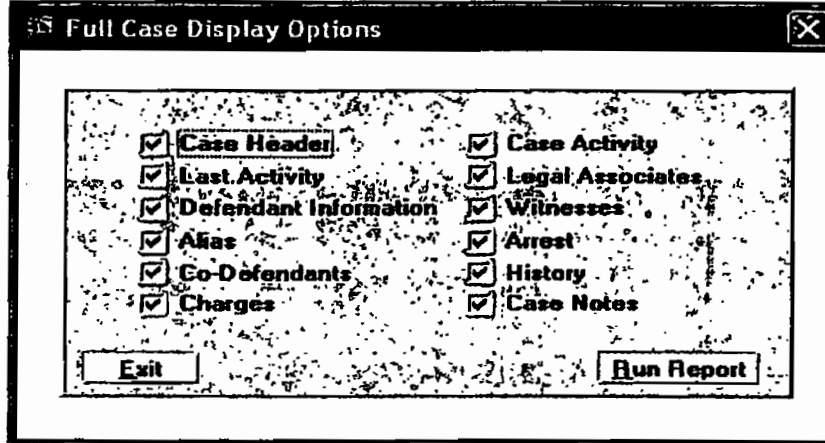
Witness Copy: Add Witness:

Special Conditions: Action Entry: Full Case Display: Delete: Update:

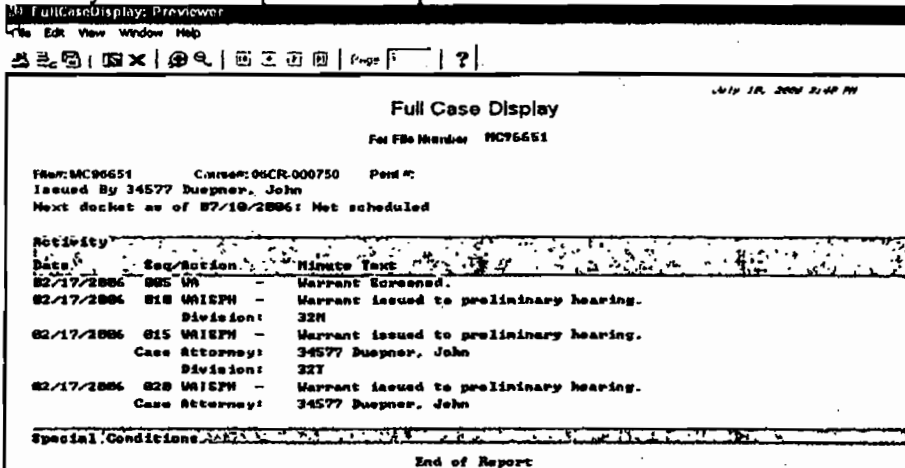
Last update by: KCSOBY on 02-04-2006 at 12:01 pm

Clarification of 3.3.3 – Printing from Action Entry

All case information can be printed in the form of the Full Case Display. The Full Case Display allows the user to selectively choose the sections they wish to see in the report as seen below.



If the user only wishes to see the case activities (action entry) she can de-select all but the case activity check box to produce the report seen below.



Also, any given screen can be printed by pressing Control-P on the keyboard. The user will be presented with the standard Windows print dialog.

Clarification of 3.3.4 – Victim Service Notification

The new court date will be assigned using action entry. The action code which the user will use to docket the case is also configured to generate the appropriate letters/notifications to victims/witnesses as defined by the system administrator.

BAFO ADDED 3.3.6 – PDA interface

KCMS's calendaring feature can be integrated with Microsoft Exchange Server which interfaces directly with almost all Personal Data Assistant devices.

Clarification of 4.4.9 – Software Development Programming Monthly Documentation

Karpel Computer Systems will document the number of hours used for hardware, networking, and programming support as a monthly invoice to MOPS as they consume the 240 hour credit per year. We will also document all support calls that have to do with

006	On-site Software end user training (minimum 8 hours for up to 10 end users) with travel expenses included. (NOTE: Travel expenses will not be billed separately)	Per Session Rate	\$1200
007	On-site Software system administrator training (minimum 2 hours for up to 5 users) with travel expenses included. (NOTE: Travel expenses will not be billed separately)	Per Session Rate	\$300
008	Annual Software Maintenance <i>to include all mandatory modules described in section 3 of the RFP (refer to RFP paragraph 2.21.2 and subparagraph(s) thereof)</i>	Per User License Per Year	\$370
009	Data Conversion Services: Develop BOTH a Prosecutor Dialog and Enforcer conversion utility	Total One-Time Cost	\$10,000
010	PAQ Data Conversion Services and other software programming services (as needed if needed) pursuant to RFP Section 4.11 with travel expenses included in the hourly rate.	Hourly Rate	\$150

Clarification of Exhibit A, Table A.2 – Escrow

Karpel Computer Systems will directly turn over all Source Code, Documentation and any other materials deemed necessary to the MOPS organization to be kept in a manner which they see fit.

BAFO REVISED Exhibit B.1 added 2)11 – Database Normalization

The KCMS database is a fully relational database in the third normal form. This is the normalized form recommended for simplified ad-hoc reporting purposes with business applications such as KCMS.

BAFO REVISED Exhibit B.1 added 2)12 – Object Oriented programming concepts

KCMS is developed in Oracle Developer 2000, which offers many object-oriented programming functions. Developer 2000 allows for property inheritance which is utilized throughout the application to allow for rapid replication of system modules into new areas of functionality. Objects are reused by referencing source objects, allowing for those source objects to be changed and automatically referenced by the target objects. Through the use of PL/SQL Libraries and application database packages, common code modules can be used throughout KCMS, and by any third-party applications you wish to implement. Oracle Developer 2000 accomplishes polymorphism through overloading; packaged code can be called with a variety of parameters, allowing the developer to execute code with parameters of varying data types.

BAFO REVISED Exhibit B.1 added 2)13 – Software Architecture

KCMS resides on one Oracle database that uses a single set of functionality to accomplish case management. Duplication of defendant, case, or any other data is eliminated due to the nature of our single database. Therefore, generally, each of the components of KCMS interface with each other using the same tables and data elements within the single Oracle database referenced above.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 001
RFP NO.: B2Z06075
TITLE: Prosecuting Attorney Case Management System
ISSUE DATE: 6/14/06

REQ NO.: NR 282 MOPS6000003
BUYER: JULIE BRANIGAN
PHONE NO.: (573) 751-4148
E-MAIL: Julie.Branigan@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 06/23/06 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)
DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

(Courier Service)
DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2009

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI OFFICE OF PROSECUTION SERVICES (MOPS)
P.O. BOX 899
JEFFERSON CITY, MO 65101

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Karpel Computer Systems, Inc
MAILING ADDRESS 5714 S. Lindbergh Blvd. - Suite 200
CITY, STATE, ZIP CODE St. Louis, MO 63123

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Karpel Computer Systems, Inc.
IRS FORM 1099 MAILING ADDRESS 5714 S. Lindbergh Blvd. - Suite 200
CITY, STATE, ZIP CODE St. Louis, MO 63123

CONTACT PERSON Jeff Karpel		EMAIL ADDRESS karpel@karpel.com	
PHONE NUMBER 314-892-6300 x26		FAX NUMBER 314-892-8035	
TAXPAYER ID NUMBER (TIN) 43-1619763	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 4316197630-0	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other			
AUTHORIZED SIGNATURE 		DATE June 19, 2006	
PRINTED NAME Jeffery L. Karpel		TITLE President & CEO	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 001
RFP NO.: B2Z06075
TITLE: Prosecuting Attorney Case Management System
ISSUE DATE: 6/14/06

REQ NO.: NR 282 MOPS6000003
BUYER: JULIE BRANIGAN
PHONE NO.: (573) 751-4148
E-MAIL: Julie.Branigan@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 06/23/06 AT 2:00 PM CENTRAL TIME

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(U.S. Mail)
DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or (Courier Service)
DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2009

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

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IRS FORM 1099 MAILING ADDRESS 5714 S. Lindbergh Blvd. - Suite 200
CITY, STATE, ZIP CODE St. Louis, MO 63123

CONTACT PERSON Jeff Karpel		EMAIL ADDRESS karpel@karpel.com	
PHONE NUMBER 314-892-6300 x26		FAX NUMBER 314-892-8035	
TAXPAYER ID NUMBER (TIN) 43-1619763	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other		(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)	
AUTHORIZED SIGNATURE 		DATE June 19, 2006	
PRINTED NAME Jeffery L. Karpel		TITLE President & CEO	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B2Z06075

TITLE: PROSECUTING ATTORNEY CASE MANAGEMENT SYS.

ISSUE DATE: 05/24/06

REQ NO.: NR 282 MOPS6000003

BUYER: JULIE BRANIGAN

PHONE NO.: (573) 751-4148

E-MAIL: Julie.Branigan@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 06/21/06 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: (U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809 or (Courier Service) DPMM 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2009
DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI OFFICE OF PROSECUTION SERVICES (MOPS)
P.O. BOX 899
JEFFERSON CITY, MO 65101

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 02/10/06). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

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VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other			
AUTHORIZED SIGNATURE 		DATE June 19, 2006	
PRINTED NAME Jeffery L. Karpel		TITLE President & CEO	

Branigan, Julie

From: Joe Heltibrand [heltibrand@karpel.com]
Sent: Tuesday, July 11, 2006 1:06 PM
To: Branigan, Julie
Subject: RE: Clarifications of proposal to Missouri RFP B2Z06075
Attachments: MOPS KCMS Clarifications 07112006.doc

Ms. Branigan

Attached are our clarifications for RFP B2Z06075.

I will also attach the PDF versions of the W.A.C Industries materials to subsequent email(s), as your mail server wouldn't accept the large attachments.

Please reply with verification that you have received these materials.

Thank You
Joe Heltibrand
Karpel Computer Systems, Inc.
(314) 892-6300 ext 23
(314) 892-8035 Fax

"We make it easier for you to do business...and for others to do business with you!"

From: Branigan, Julie [mailto:Julie.Branigan@oa.mo.gov]
Sent: Friday, July 07, 2006 2:45 PM
To: Jeff Karpel
Subject: Clarifications of proposal to Missouri RFP B2Z06075

Dear Mr. Jeff Karpel:

The evaluation team for RFP B2Z06075 (Prosecuting Attorney Case Management System) requests clarifications of Karpel Computer Systems' proposal response as outlined in the attached document. Please provide written responses via email by no later than **Tuesday, July 11, 2006 prior to 4:00 p.m. central time.**

Sincerely,

Julie Branigan, CPPB

State of Missouri ~ Office of Administration

Division of Purchasing & Materials Management (DPMM)

Phone: (573) 751-4148

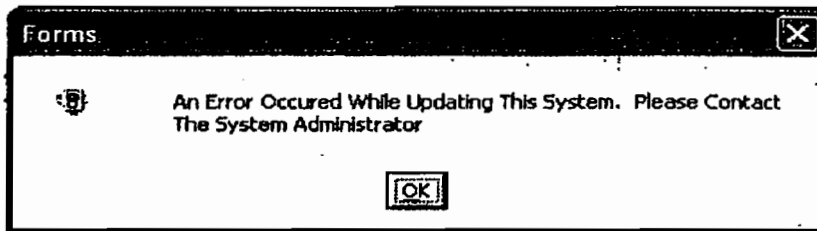
Fax: (573) 526-9818

Email: Julie.Branigan@oa.mo.gov

Web Site: <http://www.oa.mo.gov/purch/>

relatively little technical expertise to accomplish this. The user will insert the CD and navigate in KCMS to the "Update Charge Codes" menu option. The user will be asked whether they wish to replace all charge codes, or only insert those that are new. The user will be presented with the standard Windows "File Open" dialog. Once the file is selected, the charges will be imported in the manner specified.

2. In reference to RFP paragraph 3.2.6, please provide samples of meaningful system error messages. Please provide at a minimum a sample of a data validation error and an application error such as a server connectivity error.



Shown above is an example of a system error which occurred while the user started KCMS. If KCMS cannot find the application repository (as defined in the initialization file), and therefore cannot find the latest version of KCMS, he or she is presented with this error. The error is usually due to loss of network connectivity.



Shown above is an example of a data validation error. The user was attempting to specify a MACH-CR code which was not in the MCCH-CR codes table. The user would not be allowed to enter this charge until a valid code was specified.

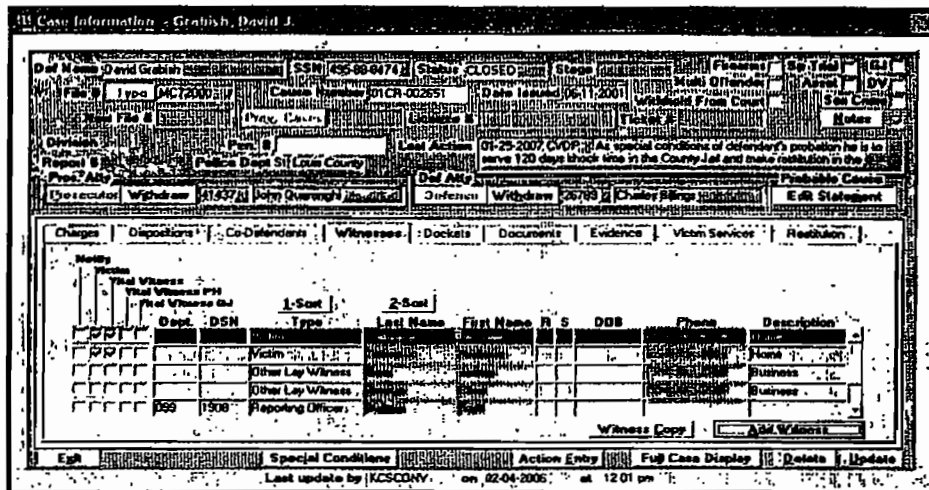
3. On page 18, please provide further information regarding the tickler system capabilities of the system – for example when a check is 10 days past due and a notification letter needs to be sent – how does your system alert the end user of the need to send out such notification?

The document codes in the Bad Check module have a field indicating which notice the document represents (first, second, third, etc.). When the document is produced for a case check, the check is marked as having a first, second, or third notice sent on the date the document was produced. This allows the system to automatically report those cases that have not yet had the appropriate notice sent.

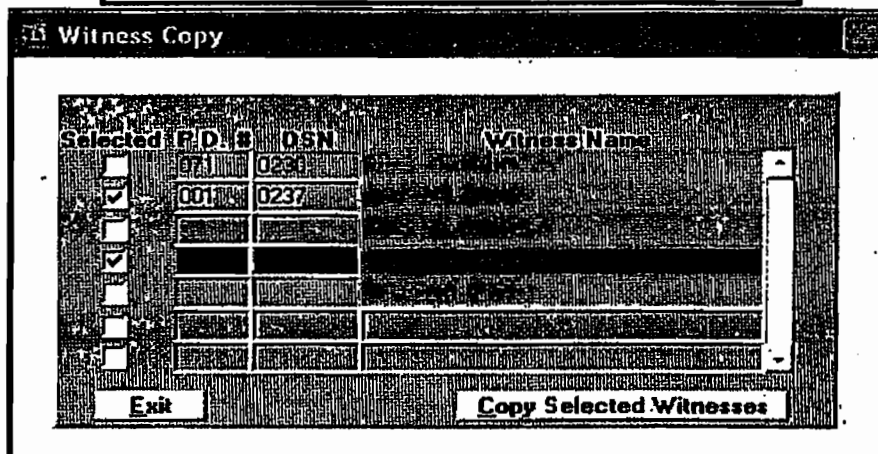
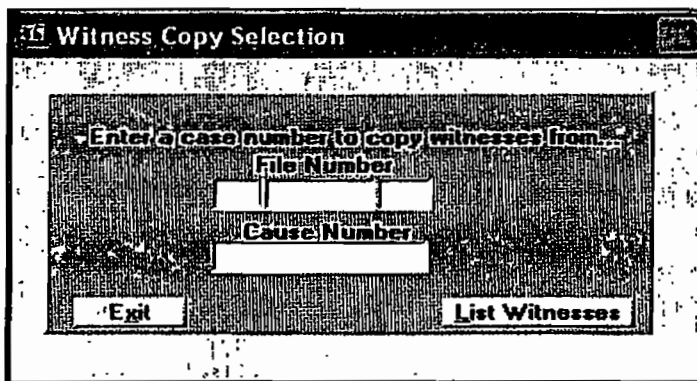
4. On page 21 of your proposal, for the Restitution Module, please explain whether the system can have joint and several cases.

Since the restitution data is stored on the case participant, KCMS is flexible enough to allow more than one person (defendant) to be responsible for payment to that participant. Conversely, if the defendant owes restitution to more than one participant, this is possible as well.

5. In reference to RFP paragraph 3.2.25 (page 23), MACH-CR and Charge Code updates, please explain the step by step process of how the system performs this task. Explain further the MACH-CR import process and what the user will do to import it.

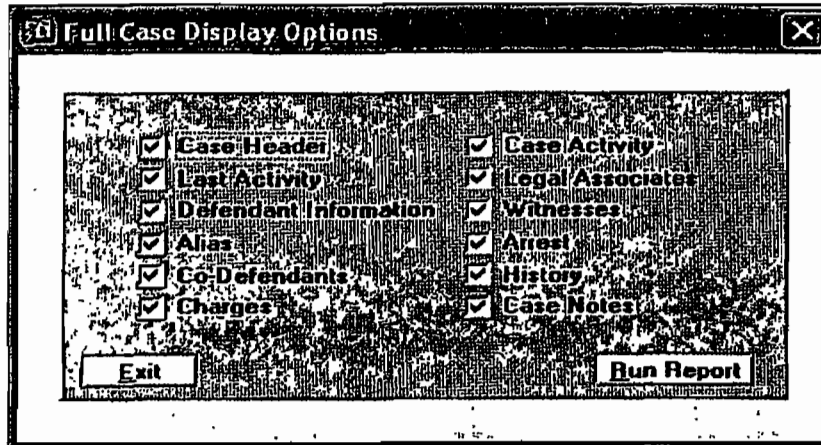


As shown above, there is separate functionality to copy witnesses from one case to another (see the "Witness Copy" button on the witnesses tab). When this button is pressed, the user simply enters the prosecutor number or court cause number and is presented with a list of witnesses for the specified case as seen below.

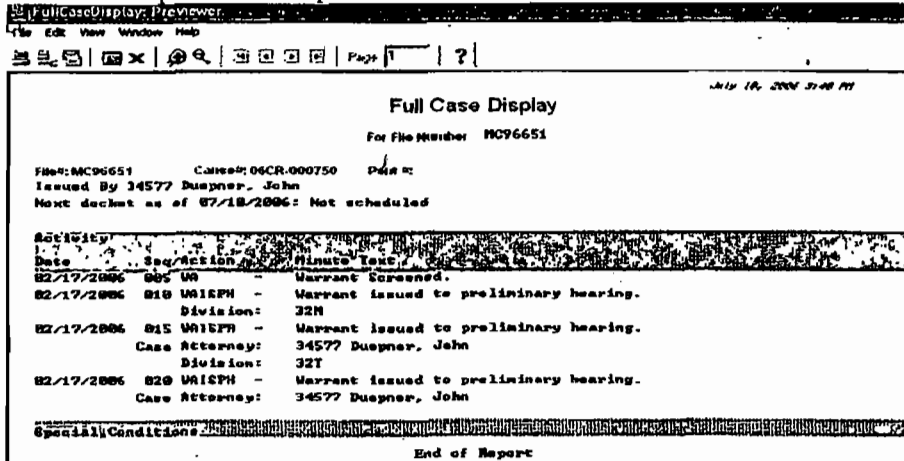


- On page 25, paragraph 3.2.27 subparagraph e, please clarify the intent of the response, "A log file may be maintained to report record errors" "may" is permissible phrasing – please clarify to what extent that this can be done within the pricing quoted in Exhibit A?

In the past, when the current installations of KCMS have extracted information to the Highway Patrol, any errors or problems have been reported back to the Prosecutors office via telephone or



If the user only wishes to see the case activities (action entry) she can de-select all but the case activity check box to produce the report seen below.



Also, any given screen can be printed by pressing Control-P on the keyboard. The user will be presented with the standard Windows print dialog.

16. In reference to RFP paragraph 3.3.4, does the system's victim service component automatically generate letters to notify victim/witnesses of new court dates once case information has been entered in system? Please explain.

The new court date will be assigned using action entry. The action code which the user will use to docket the case is also configured to generate the appropriate letters/notifications to victims/witnesses as defined by the system administrator.

17. On page 58, 1)3. You state you will also provide hardware and networking support and pg. 63 4.4.9 You state that the 240 software development and programming hours can also be used for hardware/ network support. How will you document the number of hours and does it include travel time?

Karpel Computer Systems will document the number of hours used for hardware, networking, and programming support as a monthly invoice to MOPS as they consume the 240 hour credit per year. We will also document all support calls that have to do with KCMS system errors and bugs that are NOT part of the 240 networking and programming hours. This will give the MOPS organization complete visibility of all effort expended on their behalf on a monthly basis.

Branigan, Julie

From: Joe Heltibrand [heltibrand@karpel.com]
Sent: Tuesday, July 11, 2006 1:09 PM
To: Branigan, Julie
Subject: Emailing: WAC Letter of Intent.pdf

Attachments: WAC Letter of Intent.pdf



WAC Letter of
Intent.pdf (2 MB...

<<WAC Letter of Intent.pdf>> Attached is the WAC Certificate Letter of Intent
for RFP B2Z06075 for Karpel Computer Systems, Inc.

Thank You
Joe Heltibrand
Karpel Computer Systems, Inc.
(314) 892-6300 ext 23
(314) 892-8035 Fax

"We make it easier for you to do business...and for others to do business with you!"



8520 Mackenzie • St. Louis, MO 63123

☎ 314-631-8300 ☎ 314-631-8302

Karpel Computer Systems
5714 S. Lindbergh Blvd Suite 200
St. Louis, MO 63123

June 8, 2006

Re: Intent to provide services to Karpel Computer Systems

Dear Jeff Karpel,

W.A.C. Industries is a longstanding not-for-profit provider of rehabilitation services for persons with disabilities in St. Louis County, MO. This correspondence is to convey our interest to work as a contractor for your company in compliance with the State of Missouri.

We are 501c(3) and will fax to you our corporate papers and our State of Missouri corporation Division Certificate of Good Standing N00011941 and our Certificate of Authority showing that W.A.C. Industries is established and operate an extended employment sheltered workshop.

We sell our various services to various companies thru out the United States. We sell in areas of services such as fulfillment, assembly, mailing, sorting, inspecting, labeling, inkjet printing, gluing, and specialty packaging. If there is something specific in that you are looking for assistance, we will be most happy to assist your company in different directions.

W.A.C. Industries was incorporated in 1971 and serving the community since 1974. The mission of W.A.C. Industries, Inc. is to provide dignified employment to eager adult employees who are developmentally challenged. We operate in a businesslike manner, providing a safe and healthful environment for the benefit of all. We are able to train developmentally challenged employees to acquire better work habits. This increases the quality of the supervised work experience. Because of this, we can promise you both speed and accuracy.

We look forward in the near future to develop a close working relationship and wish you luck in your efforts of obtaining a contract that will service all in a positive outlook.

Respectfully,

A handwritten signature in cursive script that reads 'Dee Fronneyberger'.

Dee Fronneyberger
Executive Director
W.A.C. Industries, Inc.

WORKING & CARING SINCE 1974

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EXHIBIT A
Cost (Pricing Page)

A.1 REQUIRED PRICING

Item	Description	Unit of Measure	Unit price
001	Case Management Software License 1850/user x 330 user – 10% bulk purchase	For Total Of 330 Users	\$549,450
002	Required Database Software Server License Fee (if provided by offeror)	Per Server	\$0
		Per Processor	\$0
003	Server Client Access License fee (if provided by offeror)	Each Client	\$45
004	Database installation and configuration, including travel expenses. (Note: Travel expenses will not be billed separately)	Per Server Rate	\$600
005	Software installation and configuration per workstation, including travel expenses. (Note: Travel expenses will not be billed separately)	Per Workstation Rate	\$150
006	On-site Software end user training (minimum 8 hours for up to 10 end users) with travel expenses included. (NOTE: Travel expenses will not be billed separately)	Per Session Rate	\$1200
007	On-site Software system administrator training (minimum 2 hours for up to 5 users) with travel expenses included. (NOTE: Travel expenses will not be billed separately)	Per Session Rate	\$300
008	Annual Software Maintenance	Per User License Per Year	\$370
009	Data Conversion Services: Develop BOTH a Prosecutor Dialog and Enforcer conversion utility	Total One- Time Cost	\$10,000
010	PAQ Data Conversion Services and other software programming services (as needed if needed) pursuant to RFP Section 4.11 with travel expenses included in the hourly rate.	Hourly Rate	\$150

EXHIBIT A - continued**A.3 RENEWAL OPTIONS FOR ALL ITEMS**

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of five (5) additional years.

If the option for renewal is exercised by the Division of Purchasing and Materials Management, in no event shall pricing increases exceed 4% of the previous year's pricing during these extension periods. However, before any price increase is accepted by the state at the time of renewal, the contractor must justify in writing the reasons that merit the price increase. The contractor must be able to explain what benefits the state is receiving in return for the 4% increase in fees.

The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

3.2 Mandatory Case Management System Specific Requirements:

- 3.2.1 KCMS is a person centric allowing entry of a person only once. As seen in the "defendant profile" below, all arrests and cases are attached to a single person.

Karpel Case Management System

Defendant Information

DOB: 01/15/1978 | SSN: 33-46-5135 | Name: Johnson, Johnny | Sex: M | Race: W | Height: 5'10" | Weight: 140 | Nationality: US

Address: 124 Morse Place, St. Louis, MO 63122

Arrest #	Date	Time	Loc	P.O.	Officer	File #	Status
3719955 1	12-23-1997	12:00 PM	ST. LOUIS	048	37192133	KCS1918	SS
3719955 2	12-23-1997	12:00 PM	ST. LOUIS	048	37192133	KCS1917	SS
3719955 3	12-23-1997	12:00 PM	ST. LOUIS	048	37192133	KCS1916	SS

Case #	Case Number	Type	Status	Def Status
1	2003-00024	M	DISPOSED	
2	2003-00426	M	DISPOSED	
3	2003-00426	M	DISPOSED	
4	2003-00426	M	DISPOSED	

Last update by KCSCHV on 12-28-2005 at 05:12 pm

- 3.2.2 KCMS uses the above Graphical User Interface (GUI) on all screens that interact with end users. The navigation tree on the left of the screen is persistent and operates similar to Microsoft Outlook.
- 3.2.3 KCMS is easy to navigate and provides limited keystrokes/keystroke reduction feature to obtain information. Notice all buttons have "hot key" capabilities to reduce the use of a mouse. KCMS will allow users to open multiple concurrent sessions in each module of the system.
- 3.2.4 KCMS is very user friendly. KCMS is easy to use so that customers who have limited computer skills will be able to use the system with a *minimum of instruction*.
- 3.2.5 KCMS minimizes steps needed to accomplish often repeated tasks. For example, the following screen in Docket Control allows the user to obtain a list of cases on a particular docket and perform the same action to all cases on the screen by using the "Dup" (Duplicate) buttons on the top of the screen. Hundreds of cases could have notices generated, be disposed or moved to another schedule with just a few keystrokes.

required in KCMS to have all case-level information (i.e. all charges, all witnesses, etc) present before any data is stored. It is stored as it is entered.

3.2.11 KCMS provides shortcut key capabilities as demonstrated by underlining the letter of the shortcut key on each button.

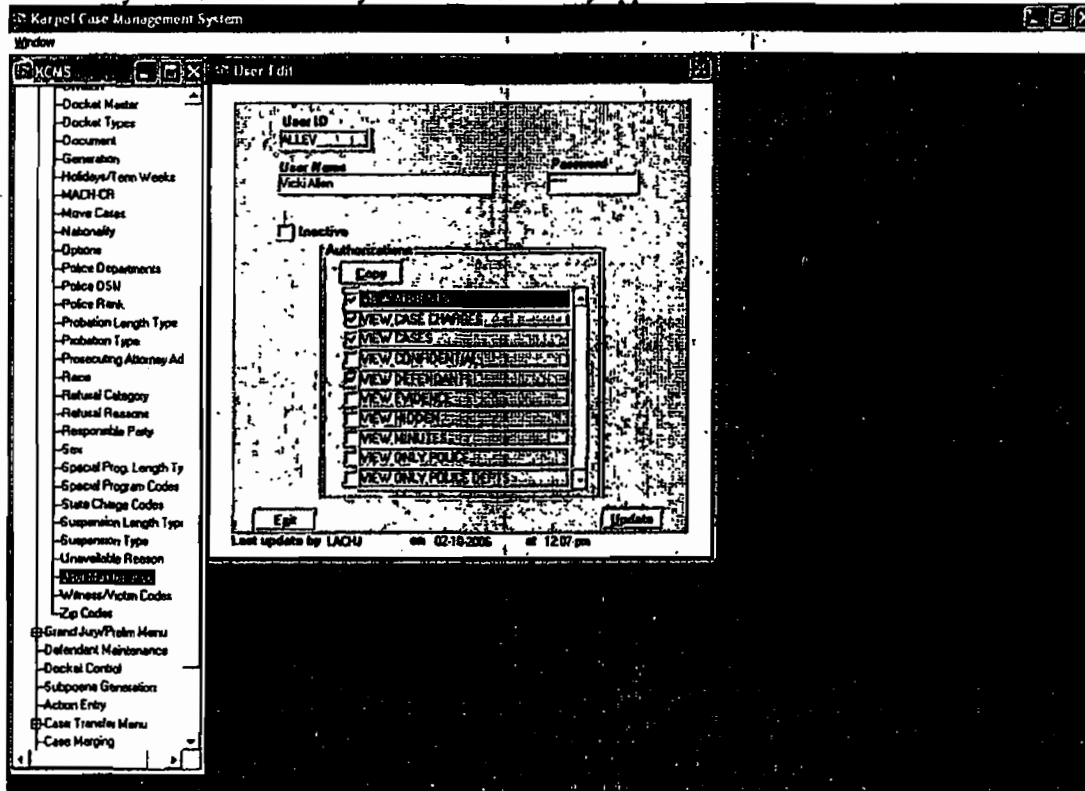
3.2.12 KCMS is flexible thus allowing future changes to system programs to be easily modified (i.e. bad check fees, penalties, charge code updates, MACH-CR updates). This is further demonstrated by the list of user definable maintenance tables in item 3.2.33.

3.2.13 KCMS creates a unique account number for each case that shall be used, tracked and recorded. The account numbers can not be duplicated.

3.2.14 KCMS allows the user to retrieve multiple cases and apply certain actions or edits to all the selected cases at the same time. This is further illustrated in item 3.2.5.

3.2.15 All modules KCMS are tightly integrated to minimize database maintenance and eliminate the need to enter data more than once. All data is updated in real-time.

3.2.16 KCMS provides security levels for users and user groups. It has the capability to enable and/or disable system features/functions within the application based on security access. As seen below, KCMS has 112 built in security functions that may be enabled or disabled by the system administrator. The ability to Change, Delete or View Only further defines many areas of the security application.



3.2.17 KCMS stores the user ID, affected table, and date/timestamp of any change made to any case. The audit of any given case can be viewed in an administrative report.

3.2.20 KCMS generates management reports utilizing the database elements contain therein. This includes both standard and ad hoc customized reports designed by the end user. A few of the most commonly used reports are shown below:

Case Disposition Reports

Jan 13, 2006 1:28 PM

Felony Cases Disposed by Attorney
01-01-2006 to 01-31-2006

Page 1

CA #	Defendant Name	Lead Charge	Date	Disposition	Code Div	Circuit Attorney
F0110797	Vozel, Thomas	15010 Stealing By Deceit Felony	01-09-2006	POAC	22	Anderson, Joel E
F0113484	Harris, Johnny	15020 Stealing Of A Motor Vehicle	01-31-2006	OJ NT	00	Anderson, Joel E
F0113221	Hosler, Nathaniel	15021 Stealing Over \$500	01-23-2006	DFALJ	25	Anderson, Joel E
F0112332	Dudley, Marvin	15021 Stealing Over \$500	01-06-2006	POAC	18	Anderson, Joel E
F0112753A	Ovortul, Paul C	15021 Stealing Over \$500	01-26-2006	SUPRE		Anderson, Joel E
F0112753B	Webb, James A	15021 Stealing Over \$500	01-17-2006	SUPRE		Anderson, Joel E
F0111995	Ward, Martin	18010 Forgery	01-25-2006	POAC	23	Anderson, Joel E
F0102560	Minner, Brandon	23015 Tampering 1st Degree - Motor Vehicle	01-09-2006	POAC	09	Anderson, Joel E
F0112162	Carier, Inba R	23015 Tampering 1st Degree - Motor Vehicle	01-13-2006	POAC	18	Anderson, Joel E
F0109677	Deley, Kevin L	27020 Resisting Or Interfering With Arrest	01-24-2006	POAC	18	Anderson, Joel E
F0109068	White, Michael A	32450 Possession Of Marijuana Over 35 Grams	01-04-2006	F.A.R.	18	Anderson, Joel E
F0108168	Edwards, Michael L	32450 Possession Of Marijuana Over 35 Grams	01-08-2006	POAC	22	Anderson, Joel E
F0106617	Brown, Calvin	32450 Possession Of A Controlled Substance - (List Drug)	01-08-2006	POAC	13	Anderson, Joel E
F0105830	Foemster, Kendrick D	32486 Trafficking 2nd Degree	01-04-2006	F.A.R.	23	Anderson, Joel E
F0110774	Ford, Marvin	32486 Trafficking 2nd Degree	01-04-2006	F.A.R.	17	Anderson, Joel E
F0108263A	Walker, Michael C	13031 Assault 2nd Degree	01-23-2006	POLC	22	Bailey, Bobby E
F0109263B	Reymo, Tim P	13031 Assault 2nd Degree	01-23-2006	POLC	22	Bailey, Bobby E
F0108348	Snider, Robert A	14020 Burglary 2nd Degree	01-12-2006	POAC	09	Bailey, Bobby E
F0112378	Olson, Herbert L	14020 Burglary 2nd Degree	01-24-2006	POAC	19	Bailey, Bobby E
F0112773	Megwood, Christopher	23110 Property Damage 1st Degree	01-19-2006	OJ NT	00	Bailey, Bobby E
F0107920	Wilson, Gerald O	31020 L.U.W. - Exceeding	01-26-2006	HQJ	18	Bailey, Bobby E
F0110102C	Moony, Tyrell R	32450 Possession Of A Controlled Substance - (List Drug)	01-26-2006	ALF	22	Bailey, Bobby E
F0106431	Horton, Ozzie	32450 Possession Of A Controlled Substance - (List Drug)	01-25-2006	POAC	22	Bailey, Bobby E
F0108735	Phillips, Marlon D	32450 Possession Of A Controlled Substance - (List Drug)	01-12-2006	POAC	13	Bailey, Bobby E
F0110102A	Deason, Deangelo	32450 Possession Of A Controlled Substance - (List Drug)	01-23-2006	POAC	22	Bailey, Bobby E
F0110297	Cross, Cedric	32450 Possession Of A Controlled Substance - (Type Of Drug)	01-11-2006	POAC	19	Bailey, Bobby E
F0111388	Orson, Darrell W	32450 Possession Of A Controlled Substance - (List Drug)	01-27-2006	POAC	18	Bailey, Bobby E

Un-disposed Cases Reports

Jan 13, 2006 1:38 PM

Case Assignment by Attorney
Sorted by: Attorney, Division, Next Date, Case#

Page 5

Circuit Attorney	Defendant	Case #	Speedy Trial	Issued Assigned	Last Activity Date	Party Settings	Charge Neighborhood	Pending Cases
Anderson, Joel E	MOTLEY, FREDDIE E Unassigned	FA010660	N	06-03-2005	OJ TBS 07-07-2005	0	1-POSSESSION OF MARIJUANA OVER 35 GRAMS 2-POSSESSION OF CONTROLLED SUBSTANCE OT/alon	0
Anderson, Joel E	SMITH, MICHAEL D Unassigned	FA010668	N	06-09-2005	OJ TBS 06-03-2005	0	1-POSSESSION OF CONTROLLED SUBSTANCE Hills/Goodfellow	0
Anderson, Joel E	MOORE, ANGELINA Unassigned	FA010650	N	07-21-2005	OJ TBS 06-30-2005	0	1-Stealing Over \$500 The Oaks District	0
Anderson, Joel E	HOWARD, CHRISTOPHER O Unassigned	FA010795B	N	07-08-2005	OJ TBS 06-30-2005	0	1-Receiving Stolen Property Over \$500	0
Anderson, Joel E	HARRIS, DEANDRE Unassigned	FA010674	N	08-08-2005	GEN IND 10-12-2005	0	1-POSSESSION OF MARIJUANA OVER 35 GRAMS Mark Twain 2-U.U.W.-Carrying A Concealed Weapon Mark Twain 3-POSSESSION OF A DEFACTED FIREARM Mark Twain 4-POSSESSION DRUG PARAPHERNALIA Mark Twain	0
Anderson, Joel E	FAIRCHILD, SEAN EDWARD Unassigned	FA010988	N	06-16-2005	OJ TBS 11-01-2005	0	1-PROPERTY DAMAGE 1ST DEGREE Southwest Garden	0
Anderson, Joel E	JONES, VERITEZ Unassigned	FA011203	N	06-31-2005	OJ TBS 12-15-2005	0	1-BURGLARY 2ND DEGREE Hamilton Heights 2-Stealing Over \$500 Hamilton Heights	0
Anderson, Joel E	BEAL, VERNON ALLEN Unassigned	FA011246	N	11-14-2005	OJ TBS 12-27-2005	0	1-Stealing Over \$500	0
Anderson, Joel E	DAVIS, BOYD V Unassigned	FA011118A	N	09-30-2005	OJ TBS 12-27-2005	0	1-Stealing Over \$500 Near North Riverfront	0
Anderson, Joel E	JOHNSON, ANDRE Unassigned	FA011354	N	12-16-2005	OJ TBS 01-26-2006	0	1-Assault 2nd Degree The Hill	0

Case Filing Reports

Tuesday June 13 2006 1:57 PM

Arrests Processed By The Warrant Office
From 01-01-2006 to 01-31-2006

Defendant Name	DOB	SSN	Arrest Date	Status	CA File #	Cause #	Lead Charge
ABERCROMBIE, RICKY	11-28-1956	491-68-8105	01-14-2006 18:30	ISS	T0050768	069-0000244	DR MTRVEH W LIC SUSP SRU
ABRAM, DEMETRIUS	10-25-1960	495-74-5858	01-13-2006 22:05	ISS	F0113712	061-0000176	POSSESSION OF CONTROLLED SUBSTANCE - (TYPE OF
AKINS, JOHNNY	08-01-1964	495-70-7857	01-09-2006 19:45	REF			
AKINS, TESSA	01-24-1988	338-80-5012	01-06-2006 01:30	REF			
ALI, AHMED	01-01-1982	487-17-6832	01-24-2006 11:30	REF			
ALIHODZIC, JASMIN	09-15-1977	163-76-2918	01-04-2006 11:00	ISS			
ALLEN, CORNELL	09-06-1957	500-68-7366	01-20-2006 13:00	ISS	M0079918	069-0000371	STEALING UNDER \$500
AMBUS, JERMAINE	04-27-1984	497-88-6210	01-13-2006 05:23	ISS	F0113716	061-0000163	POSSESSION OF CONTROLLED SUBSTANCE - (TYPE OF
AN, PHU	09-18-1981	493-02-1411	01-16-2006 18:00	REF			
ANDERSON, DAVID	03-18-1966	563-11-1503	01-26-2006 13:55	REF			
ANDERSON, DAVID	03-18-1966	563-11-1503	01-26-2006 08:15	ISS	F0113805	061-0000337	POSSESSION OF CONTROLLED SUBSTANCE - (TYPE OF
ANDERSON, DENNIS	12-26-1964	489-78-5098	01-25-2006 18:00	REF			
ANDERSON, JAMARCUS	12-07-1977	498-80-1731	01-09-2006 20:30	REF			
ANDERSON, JAMARCUS	12-07-1977	498-80-1731	01-09-2006 18:40	ISS	F0113674	061-0000115	TRAFFICKING 2ND DEGREE
ANDERSON, LASHAUN	08-28-1978	498-88-8488	01-22-2006 13:47	ISS	T0050816	069-0000400	DRIVERS LIC SUSPENDED
ANDERSON, LASHAUN	08-28-1978	498-88-8488	01-22-2006 12:00	ISS	F0113798	061-0000282	POSSESSION OF CONTROLLED SUBSTANCE - (TYPE OF
ANDERSON, MICHAEL	07-05-1972	491-76-6041	01-23-2006 16:10	REF			
ANTRUM, GREGORY	08-13-1971	489-90-1603	01-31-2006 19:30	REF			
APPELMAN, ERIC	10-14-1963	578-88-8761	01-10-2006 10:45	ISS	T0050779	069-0000338	DR MTRVEH W LIC SUSP SRU
ARMSTRONG, JAMES	05-15-1954	331-64-2250	01-26-2006 11:00	REF			
ARNOLD, ARCHIE	11-02-1986	495-92-1172	01-31-2006 02:00	REF			
ARRINGTON, TAJUDEEN	03-12-1976	339-62-7658	01-27-2006 08:45	ISS			
ARRINGTON, TAJUDEEN	03-12-1976	339-62-7658	01-21-2006 03:22	ISS	T0050818	069-0000374	DRIVERS LIC SUSPENDED
ASH, JAMARE	08-31-1965	486-92-2172	04-05-2006 15:00	REF			
ASHER, ANTHONY	10-23-1962	494-66-5718	01-10-2006 19:00	ISS	F0114349	061-0000150	POSSESSION OF CONTROLLED SUBSTANCE - (TYPE OF
ASHFORD, DARNELL	03-08-1980	497-82-9159	01-25-2006 17:30	ISS	F0113818	061-0000322	BURGLARY 2ND DEGREE
ATKINS, KYLE	02-10-1989	493-88-0628	01-26-2006 11:00	REF			
AUSIER, JACKIE	01-25-1974	494-78-4281	01-24-2006 11:15	REF			
AUSLEY, JACOB	07-25-1984	490-02-3806	01-10-2006 22:25	ISS	M0079850	069-0000220	POSSESSION OF MARIJUANA UNDER 35 GRAMS
BAILEY, ANTHONY	07-12-1963	487-88-4536	01-05-2006 19:13	ISS	M0079832	069-0000066	POSSESSION OF MARIJUANA UNDER 35 GRAMS
BAILLY, VERONICA	04-08-1984	486-90-0835	01-15-2006 01:30	REF			
BALL, EDDIE	11-25-1975	488-78-9441	01-06-2006 23:55	REF			
BALL, EDDIE	11-25-1975	488-78-9441	01-06-2006 23:00	REF			

Pending Cases Report

June 13, 2006 01:42 PM

Statistical Summary Report

01-01-2006 to 01-31-2006

Screening	Traffic	Misdemeanor	Felony	All Cases
ISS ISSUED	436 (25.63%)	184 (10.82%)	378 (21.22%)	998 (58.87%)
REF REFUSED CHARGE		287 (16.87%)	410 (24.1%)	
TUA TAKEN UNDER ADVISEMENT			8 (.35%)	
Totals	436 (25.63%)	471 (27.88%)	794 (46.67%)	988 (58.87%)

Preliminary Hearing Outcomes

	All Cases
PH BND/ PH-BIND OVER AS A FELONY CASE	56 (63.64%)
PH WAVE WAIVED PRELIMINARY HEARING	32 (36.36%)
Total	88

Grand Jury

	All Cases
GJTB GRAND JURY - TRUE BILLED	219 (57.77%)
GJTBB GJ - TRUE BILLED SUPPRESSED	168 (40.48%)
GJNTB GJ - NOT TRUE BILLED	28 (6.75%)
Total	415

Dispositions

Category	DCH	DISCHARGED	Misdemeanor	Felony	Total
OCHG DISCHARGED				2 (100%)	2
DCRT DISMISSED BY COURT				4 (100%)	4
DFALO OCHG-FAILURE TO PROSECUTE				4 (100%)	4
Total for category DCH					10
Category	DSM	DISMISSED			
DFF DISMISSED-FAILURE TO PROSECUTE			9 (75%)	3 (25%)	12
DTEE DISM-TESTIMNL EVID NOT ESTABLISH				1 (100%)	1
Total for category DSM					13

3.2.21 KCMS contains a Bad or Worthless Checks module that has all of the following fully integrated features and/or capabilities thereof, which meet or exceed the requirements outlined below.

- a. Bad or worthless checks module: KCMS's Bad Checks module's functions include, and are not limited to the following:

Checks by defendant

Tuesday June 13 2006 3:5 PM

Bad Checks Written By
Hayes, Antoin

Vendor	Check #	Check Date	Check Amount
Schnucks Markets	248	06/04/2005	181.14
Schnucks Markets	209	06/25/2005	22.14
Schnucks Markets	216	06/27/2005	30.74
Schnucks Markets	223	06/24/2005	83.33
Schnucks Markets	231	06/22/2005	86.53
Shopp N Save	230	06/22/2005	94.11
Shopp N Save	246	06/23/2005	181.14
Total			618.13

Daily deposit report

DEPOSIT: US Bank
361 N. Tucker Blvd.
St. Louis, MO 63101

Page 1 of 5
Deposit Number 2
Employee PROOST

FOR: Bad Check Unit
Account Number 4884566677

Tuesday December 20 2005 5:01 PM

Case #	Source	Amount
2005-39	McCusker, Eric	634.93
2005-40	Morgan, Marilee	176.00
2005-82	Rene, Marica	275.00
2005-83	Shelley, Vicki	200.00
2005-44	TBA, Frankie	1768.00
2005-46	Williams, Ernie	85.00
2005-499	Borison, Joseph	83.32
2005-37	Leonard, Denise	200.00
2005-36	Walker, Denise	166.00
2005-41	Johnson, Joyce	166.00
2005-42	Jones, Dora	66.00
2005-42	Jones, Dora	66.00
2005-44	Lattimer, Mabel	123.38
2005-56	Satterfield, Wilma	238.78
2005-56	Satterfield, Veronica	48.00
2005-56	Satterfield, Veronica	248.00
2005-56	Satterfield, Veronica	2.81
2005-56	Satterfield, Veronica	250.00
2005-745	Thomas, Nancy	73.53
2005-217	Walker, Ethel	75.03
2005-724	Safford, Barbara	115.00
2005-726	Schappone, Diane	105.00
2005-726	Williams, Mildred	75.00
2005-731	Popeck, Tiana	63.61
2005-731	Popeck, Tiana	94.31
2005-732	Saultz, Kelly	166.00
2005-732	Saultz, Kelly	166.00
2005-732	Saultz, Kelly	105.00
2005-732	White, Deborah	271.18

Annual audit report

Tuesday June 20 2006 9:44 AM

Check Register

For Checks Disbursed From 01-01-2006 To 12-31-2006

Check #	Check Date	Check Amount	Check Description
18	01-11-2006	100.00	...
19	01-11-2006	100.00	...
20	01-11-2006	100.00	...
21	01-11-2006	100.00	...
22	01-11-2006	100.00	...
23	01-11-2006	100.00	...
24	01-11-2006	100.00	...
25	01-11-2006	100.00	...
26	01-11-2006	100.00	...
27	01-11-2006	100.00	...
28	01-11-2006	100.00	...
29	01-11-2006	100.00	...
30	01-11-2006	100.00	...
31	01-11-2006	100.00	...
32	01-11-2006	100.00	...
33	01-11-2006	100.00	...
34	01-11-2006	100.00	...
35	01-11-2006	100.00	...
36	01-11-2006	100.00	...
37	01-11-2006	100.00	...
38	01-11-2006	100.00	...
39	01-11-2006	100.00	...
40	01-11-2006	100.00	...
41	01-11-2006	100.00	...
42	01-11-2006	100.00	...
43	01-11-2006	100.00	...
44	01-11-2006	100.00	...
45	01-11-2006	100.00	...
46	01-11-2006	100.00	...
47	01-11-2006	100.00	...
48	01-11-2006	100.00	...
49	01-11-2006	100.00	...
50	01-11-2006	100.00	...

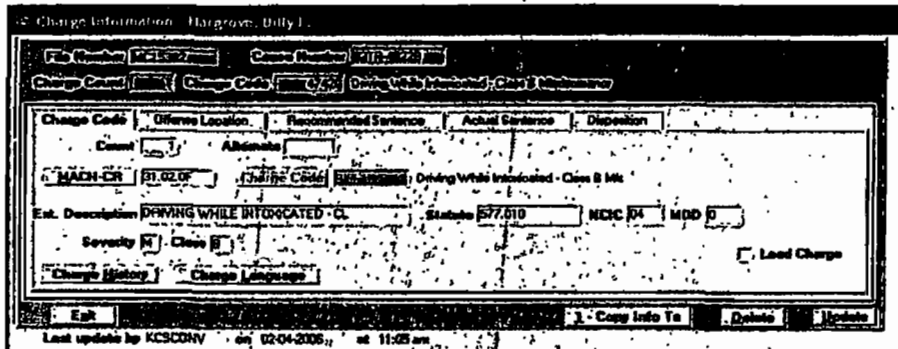
- 4) KCMS's Delinquent Tax module has the ability to generate the DOR form 2593 for payments received during a specific time period.
- 5) KCMS's Delinquent Tax module has a report of fees received from DOR within a specified time period.
- 6) KCMS's Delinquent Tax module allows authorized users to waive or reduce penalties and fees as needed. KCMS's Delinquent Tax module has a mechanism to track and record the reason for waiver and the authorizing party.
- 7) KCMS's Delinquent Tax module does not allow financial transactions to be deleted from the system's delinquent tax module, including a voided or terminated transaction. All financial transactions of the system shall be recorded.

3.2.23 KCMS contains a Court Ordered Restitution Module that has all of the following fully integrated features and/or capabilities thereof, which meet or exceed the requirements outlined below.

a. Court Ordered Restitution Module: The module's functions include, and are not limited to the following:

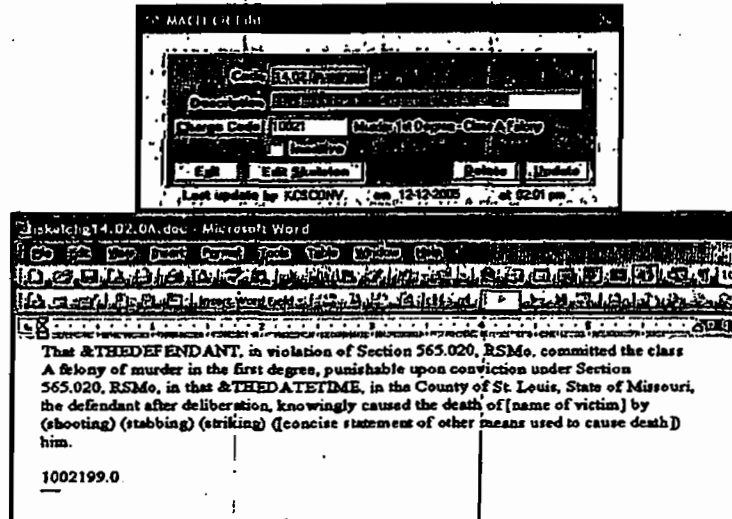
- 1) KCMS's Court Ordered Restitution module meets generally accepted accounting principles such as basic accounting functionality, refunding, apply credits, reconciliation and reporting.
- 2) KCMS's Court Ordered Restitution module has a tickler system to monitor for non-compliance events.
- 3) KCMS's Court Ordered Restitution module has the ability to print receipts.
- 4) KCMS's Court Ordered Restitution module has the ability to print checks and corresponding check stubs/or summary with case information including any balances due and is compatible with a variety of laser and desk jet printers.
- 5) KCMS's Court Ordered Restitution module allows authorized users to waive or reduce penalties and fees as needed. KCMS's Court Ordered Restitution module has a mechanism to track and record the reason for waiver and the authorizing party.
- 6) KCMS's Court Ordered Restitution module does not allow financial transactions to be deleted from the system's court ordered restitution module, including a voided or terminated transaction. All financial transactions of the system shall be recorded.

3.2.24 KCMS has charging functionality that will accommodate an eight (8) digit charge code (5 digit charge code plus the 3 digit State NCIC modifier) as required by the Missouri State Highway Patrol, Criminal Records Identification Division. The charging functionality of KCMS includes but is not limited by the following requirements:



3.2.25 KCMS has a separate but integrated data table for the Missouri Approved Charges - Criminal, (MACH-CR) language. Each charge code includes its own phrasing language.

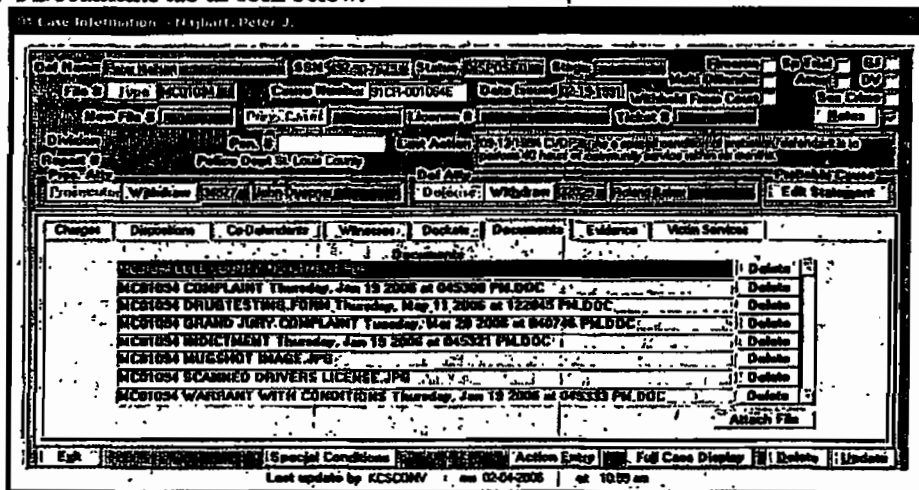
- a. KCMS's MACH-CR language is stored in the same form (Microsoft Word) as received by the distributing agency. Each MACH-CR skeleton is maintainable through the MACH-CR code maintenance window as seen below.



- b. The import into KCMS allows the user to save the language to all charges under the statute and the option to save to individual charge codes.
- c. KCMS's Charge Codes that do not have MACH-CR language can be customized by the user.
- d. KCMS merges the MACH-CR charging language into the case charging documents.

3.2.26 KCMS generates merged documents utilizing most all fields available in the database. The document generation functionality of KCMS includes, but is not limited to the following requirements:

- a. KCMS's merged documents are saved with the case and are accessible from the Case Information window's Documents tab as seen below.



- 8) Petition and Order for Writ of Habeas Corpus Prosequendum;
- 9) Commitment Report;
- 10) Request for Disclosure;
- 11) Grand Jury Indictment; and
- 12) Criminal Summons.

3.2.27 KCMS has the ability to extract arrest disposition information from the database for submission to the Missouri State Highway Patrol, Criminal Records Identification Division. The criminal records extraction meets the following requirements:

- a. KCMS's arrest disposition file is formatted based on MSHP requirements, including the DWITS (DWI Tracking System) requirements. For example, here is a portion of the file being sent to the Highway Patrol.

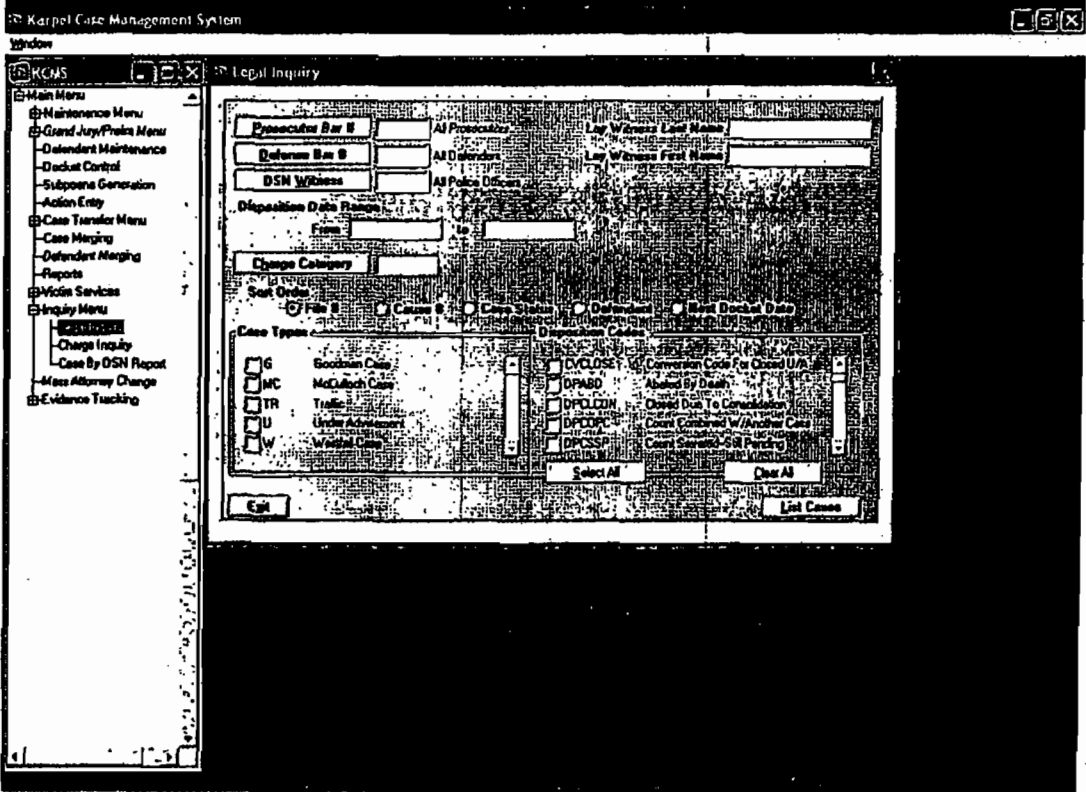
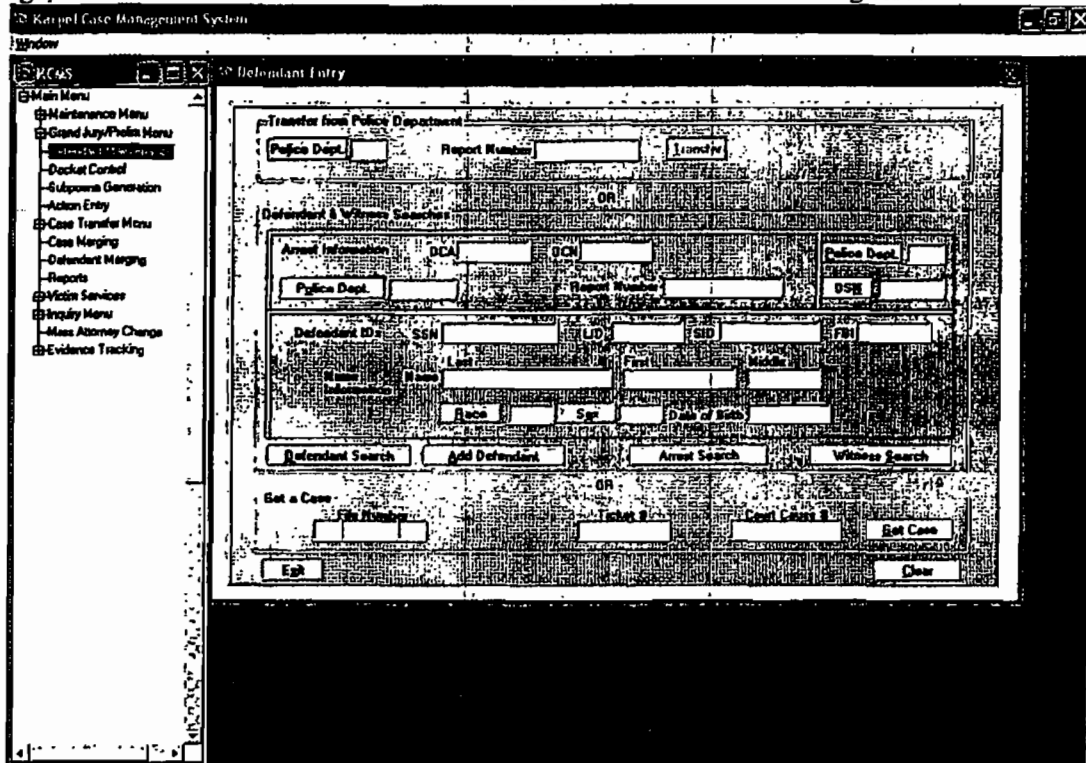
01NO11601SAF0987546	00215487BOGUS	TOTALLY		011306099010320001023MOSPD000920001023
01NO11601SAF0987546	00215487BOGUS	TOTALLY		021504099110320001024MOSPD000920001023
01NO11601SAF0987546	00215487BOGUS	TOTALLY		033101099010320001023MOSPD000920001023
01NO11601SAF0987546	00215487BOGUS	TOTALLY		044913199010320001024MOSPD000920001023
01NO11601SAF0987546	00215487BOGUS	TOTALLY		011306099010320001024MOSPD000920001023
01NO11601SAF0987546	00215487BOGUS	TOTALLY		044913199010320001024MOSPD000920001023
01NO11601SAF0987546	00215487BOGUS	TOTALLY		021504099110320001024MOSPD000920001023
01NO11601SAF0987546	00215487BOGUS	TOTALLY		044913199010320001024MOSPD000920001023
01NO11601SAF0987546	00215487BOGUS	TOTALLY		011306099010320001024MOSPD000920001023
01NO11601SAF0245761	JONES	OTIS	LAVERNE	014682006410720001024MOSPD000420000603
01NO11601SAF0895642	ARNOLD	LEONARD	BERNARD	023101099010320001024MOSPD000520000428
01NO11601SAF0985476	NEELY	JAMES		011002199010320001024MOSPD000520000428
01NO11601SAF0985476	NEELY	JAMES		021306099010320001024MOSPD000120000428
01NO11601SAF0987546	00215487BOGUS	TOTALLY		011306099010320001024MOSPD000120000428
01NO11601SAF0987546	00215487BOGUS	TOTALLY		044913199010320001024MOSPD000920001023
01NO11601SAF0987546	00215487BOGUS	TOTALLY		033101099110320001024MOSPD000920001023
01NO11601SAF0091144	CRATMAN	RANDLE		021504099110320001024MOSPD000920001023
01NO11601SAF0245761	JONES	OTIS	LAVERNE	011501099010320001024MOSPD003420000803
01NO11601SAF0245761	JONES	OTIS	LAVERNE	025402005410720001024MOSPD000420000603
01NO11601SAF0987546	00215487BOGUS	TOTALLY		014682006410720001024MOSPD000420000603
01NO11601SAF0987546	00215487BOGUS	TOTALLY		033101099110320001024MOSPD000920001023
01NO11601SAF0987546	00215487BOGUS	TOTALLY		011306099010320001024MOSPD000920001023
01NO11601SAF0987546	00215487BOGUS	TOTALLY		033101099110320001024MOSPD000920001023
01NO11601SAF0987546	00215487BOGUS	TOTALLY		021504099110320001024MOSPD000920001023
02NO11601SAF0987546	00215487BOGUS	TOTALLY	FAKE	033101099110520001023MOSPD000920001023
02NO11601SAF0987546	00215487BOGUS	TOTALLY	FAKE	044913199010920001023MOSPD000920001023
02NO11601SAF0985476	NEELY	JAMES		011306099010320001024MOSPD000120000428
02NO11601SAF0245761	JONES	OTIS		014682006410720001024MOSPD000420000603

- b. KCMS requires minimal user interaction to create the file. The user simply chooses a location to save the file.
- c. The report can be delivered either by diskette or electronic submission. If the report is delivered by electronic submission then the creation and submission of the report will be either performed through a scheduled task or batch process that shall require little or no user interaction.
- d. A backup copy of the report is saved to the server including the date and time the report was created.
- e. A log file may be maintained to report record errors.

3.2.28 KCMS has a tickler/internal notification (Alert) system that includes, but is not limited to the following:

- a. Through the use of both the task scheduler built into Microsoft operating systems and the Oracle database job scheduler, KCMS allows users to automatically generate documents such as subpoenas, notices etc., at a pre-programmed number of days before a specific event.
- b. Using the functionality stated above, KCMS can notify users of 10 day letter non-compliance, court ordered probation and deferred prosecution ending.

3.2.32 KCMS has the ability to search for a party by name, case number, case status, pending events within a date range, and other numbers associated with the case as illustrated in the following screens.



3.2.33 KCMS has customizable tables allowing each office to set their own default values.
 Action Code Types Police Departments
 Action Codes Police District

3.2.35 KCMS has data elements for the SID (State Identification) number, FBI number and Inmate number that adhere to the data character lengths as follows: The SID number is alpha numeric and cannot be greater than 10 digits; the FBI number is alpha numeric and cannot be greater than 9 digits; and the Penitentiary number is alpha numeric and shall accept up to 15 digits as seen below.

Defendant Information

Def # [] Name [] Race [] Sex [] DOB [10-01-1958] State [] Age [] Height [500] Weight [180]
 Nationality [] Status [] Contact Info []
 LID [] SID [001047840] FBI [78306185]
 Address [] City [] State [] Zip []
 Add Arrest

Arrests

Arrest #	Arrest Date	Arrest Location	Arrest Agency	Arrest Type	Arrest Status
1	02-23-2008	MO STATE HIGHWAY	MISSOURI	TRAFFIC	OPEN

Add Case

Print Update

Last update by BETLA on 02-23-2008 at 11:11 am

Case Information

Case # [] Status [OPEN] Stage [TRIED]
 Case Name [] Date Filed []
 Division [] Last Action [02-27-2008 TRAW TRANSFERRED FROM U100043]
 Precinct []
 Charges [] Dispositions [] Co-Defendants [] Witnesses []
 Documents [] Evidence [] Victim Services []
 E-911 Statement []

CNT	AR	MACH CR	Description	Status	Type	Class	NCIC	MOB	Offense	Date	Day	SIC

Copy Charges

Remove Counts

Add Charge

Special Conditions

Action Entry

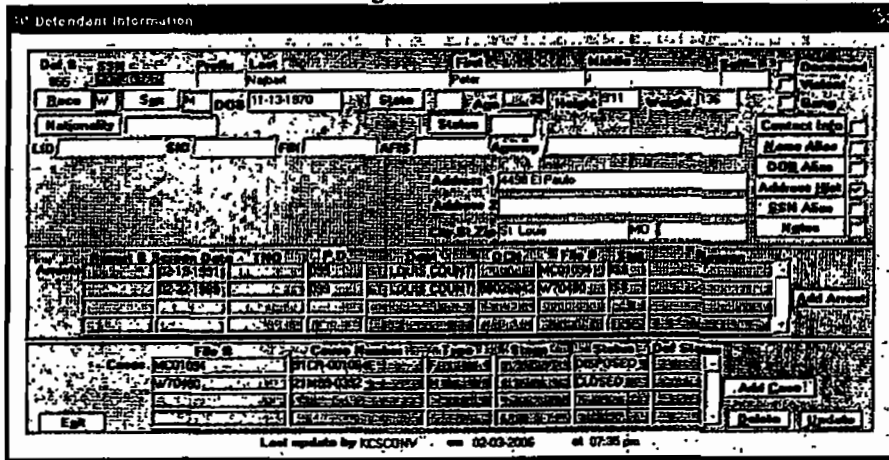
Full Case Display

Delete

Update

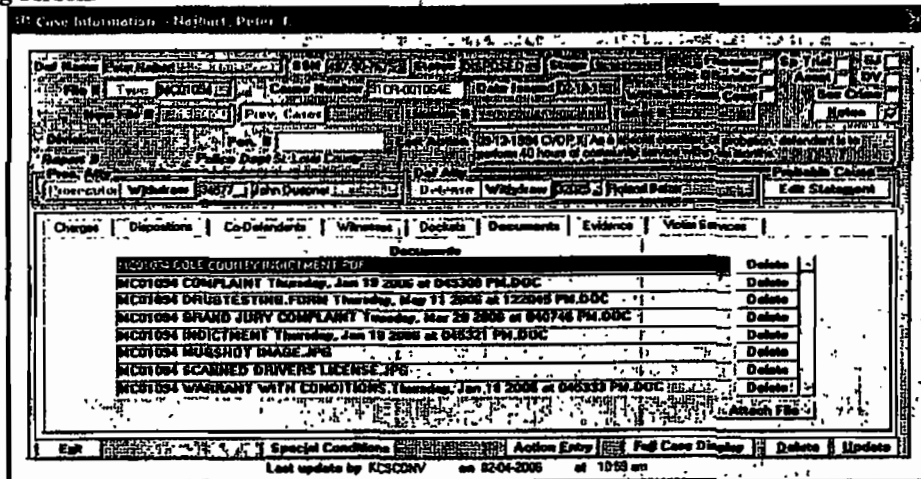
Last update by LACU on 03-03-2008 at 03:03 am

3.2.38 KCMS has the ability to save all addresses by AUTOMATICALLY leaving a history of each address by pressing the "Address Hist" button on the right side of the screen below.



3.2.39 KCMS has built-in measures that virtually eliminate the ability to accidentally create a duplicate entry of a party.

3.2.40 KCMS has the ability to attach scanned documents and photos to a case. Scanned documents and photos are saved utilizing the association of any file type selected by the user as illustrated in the Documents tab on the following screen.



3.2.41 KCMS has the Court and Prosecutor event descriptions included as stated in Attachment 7.

3.2.42 KCMS has the Court and Prosecutor disposition descriptions included as stated in Attachment 8.

3.3 Desirable Case Management Requirements:

3.3.1 KCMS includes an on-line help function that for all modules and functional areas of the application. This On-Line Help function is "user maintainable" and may be enhanced by each county to integrate their specific procedures and policies for the user's reference.

3.3.2 KCMS has a Report Writer and Query Generator for creating end user queries and reports. In addition to KCMS's internal report and query abilities we recommend Oracle Discoverer or Crystal Reports for ad hoc reporting.

3.3.3 KCMS provides both detail and summary reports on most all data maintained in the database.

preserving erroneous information as Alias names, birth dates, Social Security Numbers and addresses. Defendant management also allows the staff to track changes in information pertaining to the individual, such as changes in name, and changes in address.

Docket Control: Docket control in KCMS allows the prosecutors office to track and prepare for case scheduled to be heard far into the future. There are many management reports in KCMS that are driven by the docket schedules. Karpel Computer Systems has also built interfaces to allow the courts docket information to be brought into KCMS either for the purpose of comparison with the prosecutor's dockets or, if desired, to actually control the prosecutor's dockets.

Case Dispositions: KCMS allows the users the ability to quickly record the disposition of the charges on the case through the dispositions tab on the case window.

Sentencing Management: Sentencing cases in KCMS can be performed either at the time of charge disposal, or by simply selecting the charge from the list of charges on the case window and entering the sentence information. KCMS also allows the user to record the "recommended sentence" for each charge which, in turn, allows the prosecutor the ability to determine how often his recommendations are followed by the court. This is already possible through our Sentencing Conformity Report.

Document Generation: KCMS allows for the creation of user defined documents which can be produced for case activity, charging documents, victim services and many other functions. The documents are created in Microsoft Word, which is the most widely used word processor available today.

Evidence Tracking: Evidence can be tracked in KCMS through the evidence tab on the case window. KCMS has complete "check-in/check-out" functionality that creates an audit trail of where evidence has been transferred. This is accomplished through the use of bar-coded labels.

Asset Forfeiture: KCMS tracks which cases involve the forfeiture of civil assets and then reports back such cases which have been disposed.

Bad Checks: The Bad Checks module of KCMS allows the office to track and force compliance on bad/worthless check writers. This module also makes excellent use of the KCMS party based design, action entry, document generation, and reporting features.

Victim Services: KCMS tracks services provided to victims of crime through its Victim Services component. Included is a contact "tickler" which alerts case managers of victims who are in need of contact or whose contact dates have passed. Also included are many statistical summary reports which allow the office to track and report to various agencies the services provided to victims. These reports usually provide the basis for Federal Grant requests.

Restitution Tracking: The Restitution component of KCMS allows the office to receive the payment of court ordered restitution. KCMS will then make payments back to the victims and provide complete accounting of the transactions.

Police Arrest Transfer: Built into KCMS is the ability to automatically transfer arrest information from local law enforcement offices. Using the information in the transfer data packet, an attempt is made to find the defendant already in the system. The user is presented with a list of possible matches based on name, social security number, local identifier, state identifier, and pedigree information. This reduces the number of duplicate parties being introduced into the system. Once the person is identified or created, the KCMS "Arrest Wizard" walks the user through each screen and presents the user with the information from the police already filled in. The user only has to accept or change the information then move onto the next step. There is no need to enter redundant charging information since it has already been gathered by the local law enforcement agency.

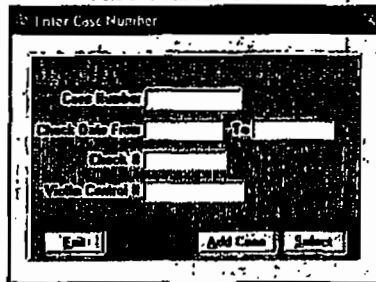
Court Information Transfer: KCMS is fully compliant with the Office of State Court's Administrator (OSCA) Justice Integration initiative. KCMS is currently the **only case management system** in the state of Missouri actively sending information to Missouri courts for their initial filing. In those jurisdictions where this initiative is not

- Bad/Worthless Checks
 - KCMS tracks bad / worthless check cases using the windows shown below.

Main Menu



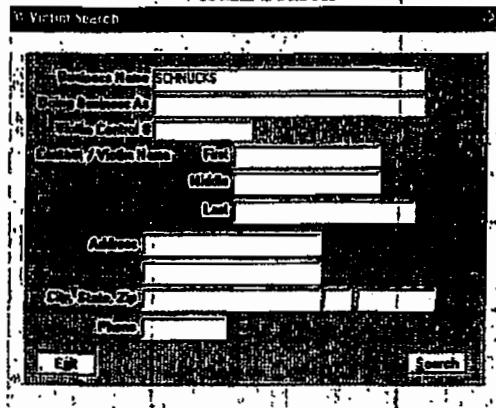
Case Search Criteria



Case Search Results

Case #	Check #	Check Date	Victim Control #
2007-1	100	03-28-2007	
2007-2	124	04-02-2007	
2007-3	124	04-02-2007	
2007-4	21	11-04-2007	
2007-5	5	02-02-2008	
2007-6	211	06-10-2008	
2007-7	275	03-03-2009	
2007-8	1522	09-18-2009	
2007-9	1501	12-18-2009	

Victim Search



Offender Search Results

Case #	Case Date	Victim	Status	Check Amt

Case For BALDWIN, MONIQUE S

Offender Maintenance with Cases for Offender

Offender Information

Offender Name: MONIEY S BOGUS

DOB:

SSN:

Address 1: FALLON ST.

Address 2:

City/State/Zip: ST. LOUIS MO

Case #	Victim	Case Date	Status	Next Date

Buttons:

Last Changed By: TURNERS on 01-06-2005 at 10:45 AM

Case Maintenance Window

Case Control

Case Number: 2005-4 Status: OPEN Next Date: 04-2-2005 Case Date: 03/01/2004

Victim Information		Offender Information	
Company		Name	
DOB		Address 1	
Address 1		Address 2	
Address 2		City/State/Zip	
City/State/Zip		Phone Number	
Phone Number		License #	
		SSN	

Buttons:

Check #	Amount	Check Date	Amount	Check #	Amount	Check #	Amount

Buttons:

Last Changed By: TURNERS on 04-07-2005 at 02:01 PM

Payment Entry

Payment Entry for Case 2004-1 Check Number 1769

Payment Date	10-16-2005	Amount	33.00
Payment Amount	23.00	Victim Fee	10.00
Victim Amount	20.00	Coll. Fee	0.00
Collateral Amount	75.00	MOP's Fee	1.00
MOP's Amount	5.00	Total	33.00

Payment Type: MO (money order)

Account: QUKTRIP

MO or Check #: MOW025GHR

Buttons: Exit, Delete, Add

Payment Receipt

BAD CHECK UNIT
 White Collar Crime Division
 CARNHAN COURTHOUSE
 1121 Market Street, Room 729
 St. Louis, MO 63101



Receipt of Payment
 Receipt No. 56

10/26/2005

Received From:

Jeffrey L. Roberts
 7300 Hampshire, #1
 Saint Louis, MO 63109

Check No.	Payee	Amount	Victim Fee	Coll. Fee	MOP'S Fee	Total	Balance
1011	Tony Lee	23.00	.00	25.00	1.00	53.00	.00
Total		23.00	.00	25.00	1.00	53.00	.00

Paid In Full

Payment Plan Information

Payment Plan

Frequency: MONTHLY

Amount: 100.00

Buttons: Update

Deposit Worksheet

Friday June 16 2006 4:30 PM

Deposit Worksheet for the City of St. Louis
Account Number: 0000000000

Check #	Check Type	Check #	Check Amount	Check Date	Check Description	Check Status
<input type="checkbox"/>	BILL	2006-767	287.46	06-06-2006	AL GARD, MARIAN	
<input type="checkbox"/>	BILL	2006-729	506.46	06-06-2006	BARBERS-BIRLEY, JANET	
<input type="checkbox"/>	BILL	2006-729	506.00	06-06-2006	BARBERS-BIRLEY, JANET	
<input type="checkbox"/>	BILL	2006-729	139.46	06-06-2006	BARBERS-BIRLEY, JANET	
4 Payments Marked For Deposit						
Prepared By: BILL						
Total:						1437.38
Total Deposits:						1437.38

Past Deposit List Allows Printing of Past Deposits

Past Deposits List

Number	Date	Amount	Type
1	06-22-2006	287.46	BILL
2	06-22-2006	506.46	BILL
3	06-22-2006	506.00	BILL
4	06-22-2006	139.46	BILL

Mass Payment Application for an Offender

Payment Application for Offender

Payment Date: 06-16-2006 Payment Amount: 10000.00

Payment Type: MONEYORDER Money Order

Bank: FIRST NATIONAL BANK

Check # 1254378

Check #	Check Type	Check Amount	Bank Fee	Money Order Fee	Overpayment
2006-02-1002	CASH	8100.00	25.00	75.00	0.00
2006-02-1002	CASH	2000.00			

To Amount: 10000.00 Apply

Printed Check with Detail on Stub
(Note that checks are printed on pre-printed check stock)

Form 10

Circuit Attorney City of St. Louis 01-10-2006 \$6,555.35
Six Thousand Five Hundred Fifty-Five And 35/100

Circuit Attorney City of St. Louis
Saint Louis MO 63103

2005-190	25.00	Benson, Joseph	2005-42	25.00	Jones, Debra
2005-215	25.00	Thomas, Nancy	2005-42	25.00	Jones, Debra
2005-217	25.00	Walker, Ethel	2005-44	25.00	Lammers, Mabel
2005-224	24.00	Saffold, Barbara	2005-58	50.00	Satterfield, Wilma
2005-225	24.00	Schappan, Diane	2005-51	8.99	Sutherland, Veronica
2005-226	25.00	Williams, Mildred	2005-51	48.04	Sutherland, Veronica
2005-231	25.00	Papovic, Tijana	2005-51	1.96	Sutherland, Veronica
2005-231	25.00	Papovic, Tijana	2005-51	24.01	Sutherland, Veronica
2005-232	25.00	Sautz, Kelly	2005-59	75.00	McCutchen, Eric
2005-232	25.00	Sautz, Kelly	2005-60	50.00	Morgan, Marilee
2005-232	25.00	Sautz, Kelly	2005-62	50.00	Rose, Marice

MOPS Reporting

Friday, June 16, 2006 4:57 PM

MOPS Disbursement Report

Check Number	Check Date	Check Amount	Voided by	Date	Reason	Case Date	Amount
5123	01-10-2006	\$ 904.98	BLL	03-13-2006	Voided		
Offender	Victim	Case Number	Case Date	Amount			
[Redacted]	[Redacted]	2005-100	10-03-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-109	10-05-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-100	10-05-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-112	10-05-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-112	10-05-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-113	10-05-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-116	10-05-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-116	10-05-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-116	10-05-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-121	10-05-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-122	10-05-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-122	10-05-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-146	10-07-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-146	10-07-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-195	10-11-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-186	10-13-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-169	10-13-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-170	10-13-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-173	10-13-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-177	10-13-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-178	10-13-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-179	10-13-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-180	10-13-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-181	10-13-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-183	10-13-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-185	10-13-2005	\$ 0.00			
[Redacted]	[Redacted]	2005-187	10-13-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-190	10-14-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-199	10-14-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-207	10-14-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-214	10-14-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-215	10-14-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-217	10-14-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-224	10-17-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-225	10-17-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-228	10-17-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-23	09-26-2005	\$ 5.00			
[Redacted]	[Redacted]	2005-23	09-26-2005	\$ 5.00			

Case Maintenance Window

The screenshot shows a 'Case Maintenance' window with the following fields:

- Name:** Mark Payne (SSN: 99-725441) | **Change Offender:** ELO Offender
- Address:** 6218 Lexington | **Case Number:** 94-16412
- County:** Adams Payne (SSN: 99-46-4122) | **Change Co-Def:** ELO Co-Def
- File Year:** 2002-2005 | **Dismissal Date:** 2-31-2005 | **Amount:** 1200.00
- Case Date:** 01-31-2007 | **Received Date:** | **Change:** | **Disposal:**
- Start Date:** | **End Date:** | **Return Date:**
- Balance Due:** 2,483.99

Buttons at the bottom: Save, Action Entry, Update Case, Update.

Payment Maintenance Window

The screenshot shows a 'Payment Maintenance' window with the following fields:

- Date:** 06-17-2006 | **Amount:** 100.00
- Payment Type:** MDRDOR | **Money Order:**
- Check Number:** CIT409881
- Bank:** CITIBANK

Buttons at the bottom: Save, Add.

- Court Ordered Restitution
 - KCMS tracks payments made to victims on cases where there is court ordered restitution. Shown below is a sample case with victims owed restitution.

The screenshot shows a case summary window with a table of payments:

Payment Type	Amount	Total Due	To-Date	Last Paid	Amount	Balance
Restitution	767.00	767.00	12/23/04	05/04/05	767.00	0.00
Restitution	716.99	716.99				716.99
Restitution	0.00	0.00				0.00
Restitution	0.00	0.00				0.00

Buttons at the bottom: Save, Action Entry, Update Case, Update.

Payment Receipt

Restitution Unit
St. Louis Circuit Attorney's Office
CARNHAN COURTHOUSE
1121 Market Street, Room 400
St. Louis, MO 63101

Receipt of Payment
Receipt No. 50
10/11/2005



Received From:

Check No.	Payee	Amount	Total	Balance
892		113.16	113.16	00
892		118.98	118.98	00
Total		232.14	232.14	00

Paid in Full

Printed Check (Note that checks are printed on pre-printed check stock.)

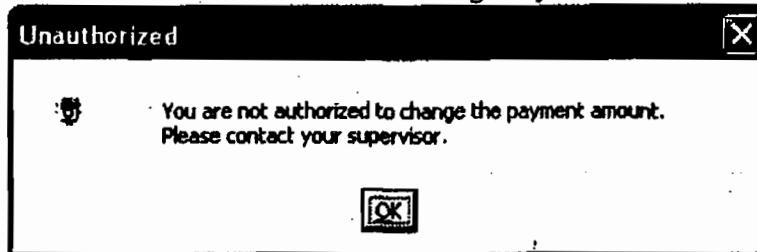
Cont# 10

Kathy Casser 01-10-2006 \$1,642.29
One Thousand Six Hundred Forty Two And 29/100

Kathy Casser
6701 Southwest Ave
Saint Louis MO 63143

2005-476 807.00 Parks, Jeffrey
2005-476 755.21 Parks, Jeffrey

Message Shown When Unauthorized User Tries to Change Any of the Restitution Payment Values



2)7. The features and capabilities of KCMS as it relates to Victim Services, Civil Forfeitures, Civil Child Support, and Traffic include and are not necessarily limited to:

- Victim Services
 - Services provided to and contact with victims on a case can be tracked from the victim services tab on the case window. Shown below are some sample screens.

Victim Services Crime Category Report

Fri May 16 2008 1:32 PM

Victim Services Crime Category Report
For Service Activity From 01-01-2006 and 01-07-2006

Case File Number	Victim	Offense	Offense Code	Offense Description
M007802	Victim	None		
M007804	Victim	None		
M007805	Victim	None		
M007810	Victim	None		
M007820	Victim	None		
M007821	Victim	None		
M007822	Victim	None		
M007823	Victim	None		
M007824	Victim	None		
M007825	Victim	None		
M007826	Victim	None		
M007827	Victim	None		
M007828	Victim	None		
M007829	Victim	None		
M007830	Victim	None		
M007831	Victim	None		
M007832	Victim	None		
M007833	Victim	None		
M007834	Victim	None		
M007835	Victim	None		
M007836	Victim	None		
M007837	Victim	None		
M007838	Victim	None		
M007839	Victim	None		
M007840	Victim	None		
M007841	Victim	None		
M007842	Victim	None		
M007843	Victim	None		
M007844	Victim	None		
M007845	Victim	None		
M007846	Victim	None		
M007847	Victim	None		
M007848	Victim	None		
M007849	Victim	None		
M007850	Victim	None		
M007851	Victim	None		
M007852	Victim	None		
M007853	Victim	None		
M007854	Victim	None		
M007855	Victim	None		
M007856	Victim	None		
M007857	Victim	None		
M007858	Victim	None		
M007859	Victim	None		
M007860	Victim	None		
M007861	Victim	None		
M007862	Victim	None		
M007863	Victim	None		
M007864	Victim	None		
M007865	Victim	None		
M007866	Victim	None		
M007867	Victim	None		
M007868	Victim	None		
M007869	Victim	None		
M007870	Victim	None		
M007871	Victim	None		
M007872	Victim	None		
M007873	Victim	None		
M007874	Victim	None		
M007875	Victim	None		
M007876	Victim	None		
M007877	Victim	None		
M007878	Victim	None		
M007879	Victim	None		
M007880	Victim	None		
M007881	Victim	None		
M007882	Victim	None		

Victim Service Statistics Report

June 16, 2008 1:35 PM

Service Statistics
From 01-01-2006 To 01-07-2006
For All Case Workers
For Multiple Crime Categories
For Multiple Service Codes

Service Provided By Service Category	Count	% of Total
Administrative Services	266	24.45%
Assist w/Crime Victims Comp	17	1.57%
Case Management	293	26.98%
Criminal Justice System Advocacy	399	35.82%
Crisis Counseling	6	0.55%
Emergency Financial Assistance	8	0.55%
Follow-up Contacts	88	8.10%
In Person Info and Referral	16	1.47%
Personal Advocacy	5	0.45%
Victims Served By Crime Category		% of Total
Assault 1st	37	7.91%
Assault 2nd	31	6.62%
Burglary 1st	27	5.77%
Child Physical Abuse	7	1.58%
Child Sexual Abuse	42	8.97%
Domestic Violence Felony Charges	49	10.47%
Domestic Violence Misdemeanors	38	8.12%
Endangering the Welfare of Child	2	0.43%
Harassment	2	0.43%
Homicide/Manslaughter	3	0.64%
Kidnapping	1	0.21%
Leaving the Scene of an Accident	4	0.85%
OTHER	21	4.49%
Robbery 1st and 2nd	171	36.64%
Sexual Assault, Rape, Sodomy	25	5.34%
Sexual Misconduct	1	0.21%
Stalking	1	0.21%
Violation of an Order of Protection	8	1.28%
Total:	468	

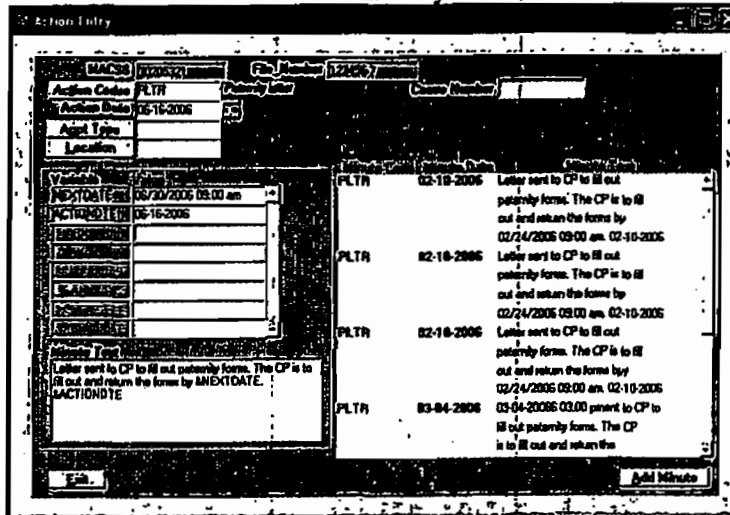
Participant Search Window

Participant Search Results Window

Last Name	First Name	Middle Name	S.M. Race	Sex	DOB	Soc. Sec. B. D.C.
...
...
...
...
...
...
...
...
...

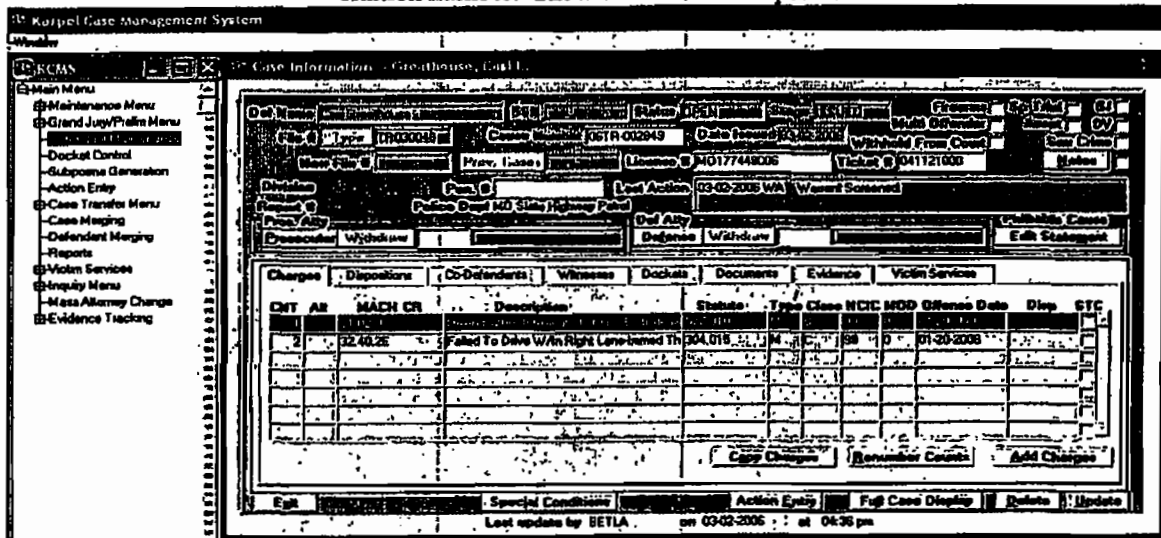
Participant Maintenance Window

Action Entry



- Traffic

- KCMS allows for traffic cases to be tracked just as any other case. Special fields have been added to the case window to allow tracking of traffic specific values such as license number and uniform citation ticket number. Furthermore, traffic cases can be directly accessed using either the prosecutors case number (as with any type of case) or using the uniform citation number. Shown below is a sample traffic case.



- 2)8. Document merging in KCMS is accomplished using Microsoft Word and its inherent document merging capabilities. When a document is produced through Action Entry in KCMS, all the case data (case information, all charges and their information, all witnesses and their information) is then merged into the positions of the shell document. Shell documents are stored centrally on the server and are accessed as needed when documents are produced. KCMS will provide all twelve of the documents specified in this RFP, which can then be copied and modified as needed by each office.
- 2)9. KCMS includes 135 standard management reports developed specifically for Missouri prosecutor's offices in which KCMS is deployed. A few of the standard management reports are shown below. Due to the inherent flexibility of the Oracle database, Karpel Computer Systems has developed all the necessary data access requirements which allow end users to "bolt-on" ad hoc reporting products such

Sentencing Conformity Report

June 10 2008 10:03 AM

Sentencing Conformity Report
For Charges Submitted From 01-01-2006 To 01-10-2008
For All Charge Categories
For All Judges
For Multiple Neighborhoods

Charge	Category	Count	Actual	Target	Diff	Max	Min
Persecution Of Criminal Substance - 11 lbs Of Street S 100.00% Followed	PC180433	1	1	1	0	1	1
Persecution Of Criminal Substance - 10 Yr Or Less S 100.00% Not Followed	PC187750	1	1	1	0	1	1
Persecution Of Criminal Substance - 10 Yr Or Less S 100.00% Not Followed	PC180002	1	1	1	0	1	1
Persecution Of Criminal Substance - 10 Yr Or Less S 100.00% Not Followed	PC180014	1	1	1	0	1	1
Persecution Of Criminal Substance - 10 Yr Or Less S 100.00% Not Followed	PC110006	1	1	1	0	1	1
Persecution Of Criminal Substance - 10 Yr Or Less S 100.00% Not Followed	PC110013	1	1	1	0	1	1
Persecution Of Criminal Substance - 10 Yr Or Less S 100.00% Not Followed	PC111104	1	1	1	0	1	1
Persecution Of Criminal Substance - 10 Yr Or Less S 100.00% Not Followed	PC111202	1	1	1	0	1	1
Persecution Of Criminal Substance - 10 Yr Or Less S 100.00% Not Followed	PC100002	2	2	2	0	2	2
Persecution Of Criminal Substance - 10 Yr Or Less S 100.00% Not Followed	PC112003A	4	4	4	0	4	4
Persecution Of Criminal Substance - 10 Yr Or Less S 100.00% Not Followed	PC100400	1	1	1	0	1	1
Persecution Of Criminal Substance - 10 Yr Or Less S 100.00% Not Followed	PC111101	2	2	2	0	2	2

Page 6 of 88

Sentencing Analysis Summary

June 10, 2008 10:03 AM

Sentencing Analysis
01-01-2006 To 01-10-2008

Category: FELONY Felony-Amount

Charge Code: 13011 Assault 1st Degree

Judge: [List of Judges]

Total for 13011: 1 0 0 0 0 0 0 0

Total Charges for 13011: 1

Charge Code: 13020 Assault 1st Degree

Judge: [List of Judges]

Total for 13020: 1 0 0 0 0 0 0 0

Total Charges for 13020: 1

Charge Code: 13029 DOMESTIC ASSAULT 2ND DEGREE

Judge: [List of Judges]

Total for 13029: 1 0 0 0 0 0 0 0

Total Charges for 13029: 1

2)10. KCMS's calendaring feature allows a prosecutor's offices to track court events through the use of our docketing functionality. Below is a sample of such functionality showing all cases to be heard in the criminal trial assignment division on the 19th of June. From this list the user is able to roll these cases, en-masse, to another calendar.

Docket Control

Date: 06-19-2008 Judge: 20024 Gregory E. [Name]

1-Cont 2-Cont 3-Cont 4-Dep 5-Dep 6-Dep 7-Dep 8-Dep 9-Cont

Case No.	Case Name	Defendant	Attorney	Cont	1-Cont	2-Cont	3-Cont	4-Dep	5-Dep	6-Dep	7-Dep	8-Dep	9-Cont
01-00000000	HARRIS	ADRY	BND										
02-00000000	LELL	ADRY	CNF										
03-00000000	SMITH	ADRY	BND										
04-00000000	HARRIS	ADRY	BND										
05-00000000	SMITH	ADRY	CNF										
06-00000000	SMITH	ADRY	CNF										
07-00000000	SMITH	ADRY	CNF										
08-00000000	SMITH	ADRY	CNF										
09-00000000	SMITH	ADRY	CNF										
10-00000000	SMITH	ADRY	CNF										
11-00000000	SMITH	ADRY	CNF										
12-00000000	SMITH	ADRY	CNF										
13-00000000	SMITH	ADRY	CNF										
14-00000000	SMITH	ADRY	CNF										
15-00000000	SMITH	ADRY	CNF										
16-00000000	SMITH	ADRY	CNF										
17-00000000	SMITH	ADRY	CNF										
18-00000000	SMITH	ADRY	CNF										
19-00000000	SMITH	ADRY	CNF										
20-00000000	SMITH	ADRY	CNF										

Exp Roll Set Time Print Docket Continue

B.2 METHOD OF PERFORMANCE

1) Written Narrative

- 1)1. KCMS and Karpel Computer Systems are uniquely positioned to exceed the needs of Missouri Prosecuting Attorneys. KCMS is specifically designed for Missouri prosecutors. Furthermore, Karpel Computer Systems has already implemented approximately 300 users in the St. Louis area over the past few years thus taking a giant step toward the MOPS goal of a consistent state-wide case management system. KCMS is also already integrated with multiple Missouri agencies including St. Louis City and County Law Enforcement, St. Louis City and County Courts, Missouri Department of Corrections, Missouri State Highway Patrol and the Missouri Office of the State Courts Administration.

Karpel Computer Systems has already reviewed the Enforcer application in use at Platte and Cass counties. We have already extracted the data from its database and plan on converting 100% of the required tables as discussed in our personal site visit to Platte County. We can confidently state that both Platte County and Cass County will be fully implemented and operational well before December 31, 2006 if we are awarded this contract by September 1, 2006.

1)2. Proposed method of implementation:

Project Plan/Implementation Schedule:

1. The very first step toward a successful implementation will be the careful configuration of KCMS by the MOPS organization during the "Functional Analysis". It will be MOPS responsibility to help Jeff Karpel and Joe Heltibrand configure KCMS for the best possible deployment across the entire state. This effort will be completed in Jefferson City at the MOPS offices. We estimate this to require approximately 100 hours of effort over a 2-3 week period. Upon completion of the functional analysis configuration, MOPS will have a fully functional installation of KCMS in their office as a reference for the Prosecuting Attorney Offices.

2. Next, it will be the responsibility of Platte County to provide a current database of its Enforcer application. We know this is easily accomplished as we have already received a copy of the Enforcer data once and simply need it again with current data. We will convert the data into the configured KCMS application thus taking great care to resolve all issues uncovered during our previous visit to Platte County.

3. We will then schedule a time to Install KCSM at Platte County as follows. First, the current hardware and software configuration will be evaluated as to its compliance with our minimum hardware and software recommendations. Next, with the appointed system administrator observing for training purposes, a Karpel Computer Systems technician will install and configure the server portion of KCMS. Then the Enforcer data, which has already been converted into the KCMS format, will be loaded onto the Oracle Server. Next, with the appointed system administrator observing, we will begin configuration of the client PC's to connect to the KCMS server database.

4. Once KCMS is installed, training of the Platte County employees will begin. This training will be especially effective because we will be using Platte's own data that has been converted into the MOPS configuration of KCMS. It will be the responsibility of Platte County to allocate a minimum of two days of focused training and data validation time for their staff to learn KCMS and make sure no data was lost in the conversion. After the training is complete, Platte County will continue to use KCMS and quit using the Enforcer application.

5. Upon successful completion of Platte County, we will implement Cass County and all other counties using the same processes as outlined above for Platte County.

configurations, system backup and restoration procedures and support call procedures. The system site administrator should be the primary point of contact for all support calls unless being superseded by the appointed MOPS contact person.

1)6. ALL proposed services will be performed and ALL proposed products will be provided by Missourians in the Karpel Computer Systems proposal.

- The economic impact returned to the State of Missouri through tax revenue obligations will be maximized with our proposal since Karpel Computer Systems is a Missouri corporation and pays 100% of all required Missouri State Taxes.
- Karpel Computer Systems economic presence within the State of Missouri includes a 10,000 square foot office building to house its corporate offices in St. Louis, Missouri. We also have 18 full time salaried employees and 3 subcontractors which are all full time Missouri residents that pay 100% of the required Missouri Income Taxes. Furthermore, both subcontractors proposed in this response; M/WBE Rose International AND the sheltered workshop W.A.C. Industries are both Missouri corporations. All employees provide by these subcontractors will also be full time Missouri residents.
- ABSOLUTELY NO products and/or services offered under this RFP are being manufactured or performed at sites outside either the United States or State of Missouri.
- As a Missouri Corporation with 100% of all employees and subcontractors being Missouri residents, Karpel Computer Systems appreciates your evaluation efforts of this RFP in regards to Missouri's Executive Order 03-27 "Buy Missouri".

such time the system runs as described herein for a period of fifteen (15) consecutive days without encountering any system errors that affect the accuracy of the system. Severity Level 1 & 2 errors as described in RFP section 4.4.11 affect the accuracy of the system.

- 4.2.2 Under no circumstances shall the agency's acceptance of a Deliverable or Milestone be deemed to constitute a waiver of any of the mandatory RFP specifications and requirements, the completion dates in the Project Plan, or any of Karpel Computer Systems other obligations under this contract agreement. No such waiver shall be effective unless specifically agreed to in writing by a formal contract amendment signed by authorized representatives of the contractor and the State of Missouri Office of Administration Division of Purchasing & Materials Management.
- a. Initial Pilot Project Plan: Within 10 business days after the Missouri Office of Prosecution Services written directive to proceed with services or upon receipt of a properly authorized purchase order, Karpel Computer Systems will provide a basic project schedule with milestones and time frames for: system installation, database conversion, training, parallel operation (i.e., This refers to the legacy system and the new system up and running at the same time to make sure the case management system is operating correctly in comparison with the legacy system data information before turning off the legacy system), and full system cut-over. The Project Plan will only include the case management pilot site(s). The agency shall review the basic plan, provide feedback, requests for further detail, etc. Karpel Computer Systems will cooperatively work with the agency to further develop the project plan. The finalized initial pilot project plan will be completed within 30 calendar days after receipt of agency feedback. The finalized project plan must be signed by the contractor and the agency to show mutual approval of the project plan. A copy of the Finalized Project Plan must be sent to the Division of Purchasing & Materials Management.
 - b. Implementation/Project Plan: Within 15 days of the successful completion of the pilot site(s) installation, Karpel Computer Systems will provide a basic project schedule with milestones, and time frames as stated above for the first twenty (20) Missouri prosecuting attorney offices wanting to use the case management system. The finalized implementation/project plan shall be subject to the agency's (county) and MOPS approval.
 - c. Any changes to the finalized implementation/project plan must be formalized in writing and agreed to upon all parties involved.
- 4.2.3 Two prosecuting attorney offices, Platte County and Cass County, have been designated as project pilot sites. Each of these offices has 15-20 users, and both are currently using a case management program called Enforcer. Karpel Computer Systems will have the new Prosecuting Attorney Case Management System (PACMS) fully implemented with all the RFP technical requirements and be operational by December 31, 2006 at these two pilot sites provide we have been awarded this contract no later than September 1, 2006. Karpel Computer Systems has already **extracted the Enforcer Data for Platte County AND visited Platte County** to better understand as many case management processes in the pilot counties as possible to ensure successful implementation before December 31, 2006.
- 4.2.4 On-site Training: Karpel Computer Systems will provide all training required for successful operation of the case management system and components therein, including manuals for staff designated for training. The agency will determine when training is sufficient for successful operations. If the initial training session is insufficient and the agency determines that additional training is needed, then the contractor shall be required to provide one (1) additional training session at the cost provided in Appendix A unless insufficient training is caused by Karpel Computer Systems in some fashion. The agency shall provide written notification to the contractor within fifteen (15) days after initial training had been completed indicating whether additional training is needed. Failure of the agency to provide such notification the aforementioned timeframe shall void the agency's ability to claim such additional training at no cost. Training must include hands-on and instructor led delivery. Training may also include, but not be limited to media based instruction.

The charge code update must be fully tested, including error detection and correction, and disseminated to all users within 10 days of receipt of the code file from the Missouri State Highway Patrol or the Office of State Court Administrator. The contractor must provide this update services as needed multiple times in a calendar year. Karpel Computer Systems already performs this function as required for multiple prosecuting attorney agencies in Missouri.

- 4.4.3 KCMS's updates, upgrades, enhancements and/or new releases will be delivered via one or more of the following methods: be user-installable via distributed by disk, CD, or downloadable via Internet connection **unless** otherwise agreed upon by the contractor and the MOPS project manager/director. Karpel Computer Systems will provide remote installation assistance (e.g. telephone support), if requested.
- 4.4.4 Karpel Computer Systems agrees and understands that the State of Missouri, Missouri Office of Prosecution Services reserves the right to cancel maintenance on any or all of the item(s) with thirty (30) days prior written notice to the contractor.
- 4.4.5 Karpel Computer Systems will provide technical support Monday through Friday, at a minimum of eight (8) hours a day, excluding state holidays. Technical support services will be available between the hours of 8:00 a.m. through 5:00 p.m. central time.
- 4.4.6 Karpel Computer Systems will provide a toll free telephone number for support.
- 4.4.7 Maintenance services will include the detection and correction of software errors according to the specifications described herein and in the KCMS documentation of the software and the implementation of all program changes, updates, upgrades, and installation of additional programs provided under this contract discovered by the State of Missouri or otherwise made known to the Karpel Computer Systems. Karpel Computer Systems agrees to respond to the State of Missouri's inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users.
- 4.4.8 Karpel Computer Systems **STRONGLY RECOMMENDS** the use of electronic support. Electronic support will include the ability to report problems to the vendor on-line, the ability to browse a database containing problems, technical questions, and the ability to fix problems remotely. Karpel Computer Systems already uses an electronic bulletin board for the reporting and tracking of software issues with other clients. However, for this method of support to work properly, any agency using electronic support must have a high quality, persistent Internet connection. Karpel Computer Systems must be allowed to directly access the agencies database to gather additional information and communicate effectively with agency personnel to resolve support issues.
- 4.4.9 Karpel Computer Systems will include **240 software development programming hours** per year as part of the fully paid 20% annual maintenance fee for 330 licenses regarding maintenance support services at no additional cost to the state. These hours shall be credited towards enhancement suggestions made by the oversight committee. Any unused hours will not be rolled over to the next year. These hours may also be used for support problems concerning hardware and network issues that may cause KCMS to not operate properly.
- 4.4.10 At the request of the state and or agency, Karpel Computer Systems will provide on-site support as, or if needed, included as part of the annual maintenance costs for Severity Level 1 support issues.
 - a. If onsite support is needed for a particular problem with the system, then the Karpel Computer Systems' dispatched technician will stay onsite during business hours until such time that the problem is fully resolved and the agency has accepted the program fix/resolution, unless otherwise agreed to by the state agency. The yearly maintenance support coverage shall include on-site technical services when such has been mutually determined that a service technician is required on-site for the maintenance and technical service described in paragraph 4.4.11 and it's subsequent subparagraphs.

- c. **On-site Response Time:** The State of Missouri defines the on-site response time as the total elapsed time from when it has been mutually determined between the contractor and the customer that an on-site technician is necessary until the time when the contractor's qualified service technician is present on site at the calling customer's location.
 - d. **Problem Resolution Response Time:** The State of Missouri defines the problem resolution response time as the total elapsed time from when the contractor's qualified service technician has been contacted by the customer and the software error/nonconformity severity level has been determined until the time when the issue or problem has been fixed, tested, and verified as being resolved as reasonably determined by the customer in accordance with the aforementioned severity level provisions.
- 4.4.12 **Documentation:** Karpel Computer Systems will supply MOPS with one complete set of the user documentation/operating manuals necessary to install, operate and maintain the products provided at no cost to the State.
- 4.4.13 **Consulting Services:** Karpel Computer Systems will provide consulting services in support of usage of all software that is provided.
- 4.5 Oversight Committee:**
- 4.5.1 Karpel Computer Systems acknowledges and agrees that the state reserves the right to appoint a committee of end-users who shall function as overseers of the contract. This oversight committee shall be chaired by the Missouri Office of Prosecution Services, Project Manager/Director and/or the Division of Purchasing and Materials Management and shall be the body of individuals primarily responsible for reviewing (1) Karpel Computer Systems' performance, including, but not limited to the following: software, customer complaints, responsiveness to issues, call center personnel, system unscheduled downtime, etc.; (2) proposed contract changes or additions, and (3) recommendations for enhancements and updates of the case management system. The oversight committee shall also monitor performance measures outlined within this RFP and recommend claims for damages that are to be liquidated by contractor. The contractor shall serve as a non-voting member of the oversight committee. At a minimum, the oversight committee shall meet in person and/or via telephone conferencing on a bi-annual basis to review contract performance. Karpel Computer Systems participation in these meetings shall be at their own expense.
- 4.6 Software Warranty:**
- 4.6.1 Karpel Computer Systems will provide a one year warranty on all software provided. The warranty period shall commence upon the date of installation of the software for the pilot counties. Karpel Computer Systems will warrant that the software shall conform to the mandatory technical and performance requirements describe in this RFP. Karpel Computer Systems will also warrant that the software shall perform and operate in accordance with our published specification documentation, including user manual, regarding the software.

In the event that the State of Missouri discovers that the licensed products do not meet the mandatory technical and performance requirements described herein or any of the specifications of the contractor's documentation for the software during the warranty period, Karpel Computer Systems will be given an opportunity to remedy the breach of warranty, as follows: (1) Karpel Computer Systems will correct the error and/or nonconformity within thirty (30) calendar days, unless otherwise agreed to in writing with the agency, (2) if the error/nonconformity pertains to a seldom used subroutine then Karpel Computer Systems will provide the agency a reasonable procedure to circumvent the error, or (3) replace and/or substitute the software with same and/or greater functionality without charge. If the aforementioned options are not feasible or do not resolve the breach of warranty, the State of Missouri shall have the right to terminate the contract, return the licensed software provided, and receive a full refund of all unused license and maintenance fees paid to the contractor pursuant to this contract, provided that the State of Missouri notifies the contractor in writing

- a. Karpel Computer Systems understands and agrees that the general protocol for the PAQ workflow shall be as described below:
- 1) Step 1: PAQ REQUEST - The MOPS project manager/director will present a request for a PAQ, or Draft PAQ to the contractor, written in a standard format. The request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications.
 - 2) Step 2: DRAFT PAQ - The contractor must respond (within a prescribed number of days mutually agreed upon by the Missouri Office of Prosecution Services and the contractor) to each such PAQ request and provide a statement of cost (based upon the hourly rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.
 - 3) Step 3: APPROVAL AND FINAL PAQ - If the draft PAQ is approved by the agency and MOPS project manager/director the Final PAQ will be submitted to the agency, contractor and project manager for signature. The Final PAQ must include:
 - Contract number
 - County agency name/address
 - Missouri office of Prosecution Services designated project manager name and phone number
 - Contractor contact name and phone number
 - Brief title of specific PAQ
 - Final PAQ issue date
 - A detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable;
 - The firm, fixed total number of project hours for contractor personnel (based upon the hourly rates specified on the pricing pages).
 - Detailed completion schedule for each task/component of the project work.
 - Mutually agreed upon turnaround times for the agency (county) and/or MOPS designated project manager/director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
 - Mutually agreed upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;
 - Identification of the specific tasks within each component of the PAQ which must be completed by the agency and/or MOPS designated project manager/director.
 - Signature and date lines for the contractor, the agency and MOPS designated project manager/director to signify approval.
 - 4) Step 4: AUTHORIZATION TO PROCEED - Upon final approval and required signatures the MOPS designated project manager/director will provide the contractor, in writing, authorization to proceed with the project requested by the PAQ.
 - 5) Step 5: FORMAL ACCEPTANCE - Upon the completion of all project work of a given PAQ, the contractor must notify the agency (county) and/or MOPS designated project manager/director in writing and shall submit an invoice in accordance with the PAQ. The agency and/or MOPS designated project manager/director shall review, approve and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the agency and/or the state.

accordance with the Office of Administration's travel regulations (see <http://www.sos.mo.gov/adrules/csr/current/1csr/1c10-11.pdf>).

- b. The State of Missouri reserves the right to assess the reasonableness of Karpel Computer Systems travel expenses in accordance with the Maximum Per Diem Rates for lodging, meals and incidental expenses specified for the state of Missouri on the General Services Administration (GSA) web site (http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2006&contentType=GSA_BASIC&contentId=17943&queryState=Missouri&noc=T).
- c. At the request of the agency, the contractor shall submit copies of the original receipts for lodging, meals, airfare, mileage etc., to the agency. In the event the contractor's travel expenses for lodging and meals are determined by the State of Missouri to be unreasonable, the State of Missouri reserves the right to reimburse Karpel Computer Systems in accordance with the maximum rates specified for Missouri on the GSA web site.

END of the response to Section 4 of the RFP.

- 2) Karpel Computer Systems will function as a single point of contact for the state, regardless of any subcontract arrangements. This will be handled in the following three methods; toll free telephone support between the hours of 8:00 and 5:00 CST; electronic trouble ticket reporting and on-site problem resolution. Karpel Computer Systems responsibility will be to provide a stable software product for Missouri Prosecuting Attorney agencies and understands the staffing and resource requirements to handle all problems relating to the software.
- 3) Warranty:
 - 3)1. Karpel Computer Systems warrants the functionality of KCMS as indicated in this RFP for period one year.
 - 3)2. Karpel Computer Systems will provide support in the following three methods; toll free telephone support between the hours of 8:00 and 5:00 CST; electronic trouble ticket reporting and on-site problem resolution.
 - 3)3. No equipment/supplies will be installed as part of this contract.
- 4) Karpel Computer Systems has described all software maintenance/technical support service to be contractually agreed to including the levels of contact for maintenance/technical support in the above RFP section 4.4.
 - 4)1. Karpel Computer Systems primary service location is at 5714 S. Lindbergh Blvd., St. Louis, MO 63123.
 - 4)2. Karpel Computer Systems has six service representatives at the primary location who are trained on the KCMS product, all of which will be responsible for handling the Missouri account. Karpel Computer Systems also employs an additional 14 staff members capable of being trained on KCMS should the need arise during the execution of this contract.
 - 4)3. Karpel Computer Systems already has 24x7 support for many of our banking and network support clients that require this level of support. This support will be offered at no extra charge for "Severity Level 1" problems as part of this contract. However, requests for service that are not Severity Level 1 during off-hour (non-prime time), holidays, and weekends will be billed at twice the stated hourly rate in Appendix A.

administrator Judy LaChance, we came to the conclusion that we needed a way to mark cases to prevent them from being transferred to the 21st until a time of the prosecutors choosing. This change was immediately implemented to everyone's satisfaction. Please contact Judy LaChance of the St. Louis County Prosecutor's Office at (314) 615-7553 or email at jlachance@stlouisco.com.

- 4)8. Karpel Computer Systems will provide superior, proactive, measurable customer service to the agency. Karpel Computer Systems entire methodology is based on superior customer service. The principles enforced by Karpel Computer Systems to establish a mutually beneficial, long-term relationships are based on; **"a company must continue to grow to survive"**. In order to grow, a company must have impeccable references. To have impeccable references, a company must be responsive to the customer and hold the customers' best interest above all other interests, financial or otherwise. With this methodology, Karpel Computer Systems has been able to stay in business for over 20 years and maintain over 100 satisfied customers in both the private and government business sectors of Missouri.
- 4)9. Karpel Computer Systems stands readily available to provide technical support during a disaster recovery of data or programs. Our network support technicians and KCMS technicians working as a team are very resourceful when it comes to minimizing data loss and down time during a disaster. Disaster recovery services are charged separately on an hourly basis and are specified in Exhibit A.
- 4)10. Karpel Computer Systems understands and agrees to provide **240 hours** of software development programming services for software enhancements as part of their maintenance support services as described in RFP paragraph 4.4.9. That is **four times the number of hours** requested in this RFP. Karpel Computer Systems is willing to make this commitment due to our past experience of support calls that are truly not broken software but instead, recommendations for enhancements to future releases of KCMS. Other beneficial maintenance services that will be provided at no additional cost will be the availability of 24x7 support for Severity Level 1 problems.
- 4)11. New releases of KCMS will be made available either by downloading a self-extracting executable, or via mailed compact disc containing the self-extracting executable. End users will be able to install new components with a minimum of steps.
- 4)12. While under maintenance, Karpel Computer Systems will provide all necessary technical support to the agency at no cost for any problems encountered during the implementation of the new software release specifically due to problems in KCMS.
- 4)13. Karpel Computer Systems currently supports two versions of KCMS. The migration strategy to upgrade customers from older releases is up to the specific needs of each customer. Past versions are supported as long as required by the customer. However, new functionality will only be implemented in future releases. Karpel Computer Systems sees MOPS as one customer with many agencies. We strongly recommend all agencies under the MOPS implementation remain on the same release. MOPS should dictate when a new release is available for **general deployment across all agencies it supports and mandate that all agencies upgrade to the new release within a reasonable amount of time. New releases of KCMS will be limited to a maximum of two per year.**
- 4)14. The dissemination of new charge codes will be as follows:
 - The new charge code data will be transmitted to Karpel Computer Systems by the issuing agency.

C.2 EXPERIENCE, EXPERTISE AND RELIABILITY

- 1) Below are references and descriptions of previous projects similar in nature and complexity as what is described in this RFP. Expert knowledge of business solutions related to the criminal justice community are highlighted in the project descriptions below.

REFERENCE #1	
Contracting Agency/Client Name:	St. Louis City Circuit Attorney
Mailing Address:	Circuit Attorney's Office
	1114 Market Street, Room 401, St. Louis, MO 63101
Contact Name:	Ms. Jennifer Joyce
Contact Title:	Circuit Attorney
Contact Phone Number:	314-622-4941
Contact Email Address:	JoyceJ@stlouisco.org
Applicable Dates of Contract(s)	1999,- Present
Brief Description of Prior/Current Services Performed:	Installation, Training and Support of KCMS

REFERENCE #2	
Contracting Agency/Client Name:	St. Louis County Prosecuting Attorney
Mailing Address:	County Government Center
	41 South Central, Clayton MO 63105
Contact Name:	J D Evans
Contact Title:	Chief Trial Attorney
Contact Phone Number:	314-615-2609
Contact Email Address:	JEvans@stlouisco.com
Applicable Dates of Contract(s)	2005 – Present
Brief Description of Prior/Current Services Performed:	Installation, Training and Support of KCMS

Contact Title:	Director, Missouri Statistical Analysis Center
Contact Phone Number:	573-751-9000 ext 2229
Contact Email Address:	Beckr@mshp.state.mo.us
Applicable Dates of Contract(s)	4/1/03 – 1/31/05
Brief Description of Prior/Current Services Performed:	The Missouri State Highway Patrol (MSHP), the chief law enforcement agency in the State, utilized three labor-intensive legacy systems in their continuing mission of improving highway traffic and public safety. Rose International had the responsibility of reengineering these systems into a single, state-of-the-art and responsive DWI Tracking system.

M/WBE REFERENCE #2	
Contracting Agency/Client Name:	Missouri Department of Health and Senior Services - Vital Records Project
Mailing Address:	920 Wildwood Jefferson City, MO 65109
Contact Name:	Gail Binkley
Contact Title:	Integrated Development Supervisor
Contact Phone Number:	573-751-6171
Contact Email Address:	Gail.binkley@dhss.mo.gov
Applicable Dates of Contract(s)	4/1/05-current
Brief Description of Prior/Current Services Performed:	The current Vital Record System includes Birth, Adoption, and Death record registration and issuance components.

M/WBE REFERENCE #3	
Contracting Agency/Client Name:	Missouri Department of Social Services
Mailing Address:	1621 E. Elm Jefferson City, Missouri 65101
Contact Name:	Roy Schuster
Contact Title:	Technical Manager
Contact Phone Number:	573- 751-2975
Contact Email Address:	Roy.D.Schuster@ dss.mo.gov
Applicable Dates of Contract(s)	02/28/2002 - Current

5)1. Technical staff members proposed for assignment to the Missouri Project:

Jeff Karpel, President & CEO – B.A. Computer Science - University of Missouri, Columbia
21 years developing software and project management

Curt Oppermann, Vice President – B.S. Computer Science – Central Missouri State, Warrensburg
35 years developing software and project management

Joe Heltibrand, Director of Oracle Solutions – B.S. Computer Science – Webster University
12 years developing software and project management
Oracle Certified Professional
Microsoft Certified Professional

Bill Lambright, Programmer – Associates Degree – Tulsa Junior College
8 years developing software
Oracle Certified Professional
Microsoft Certified Professional

Rose International – Subcontractor - Statewide Information Technology Services contract (C2Z02001)
10 years providing IT services to the State of Missouri

Contract Responsibilities

Jeff Karpel – Project Management

Curt Oppermann – Project Management, Software Customization ,

Joe Heltibrand – Installation, Software Customization, Data Conversion, Maintenance Support

Bill Lambright - Installation, Software Customization, Data Conversion, Maintenance Support

Rose International – Training Services

5)2. Karpel Computer Systems minimum education level is a college degree with certifications in the appropriate areas of expertise. All staff serving Missouri accounts will have a minimum of two years of experience.

6) There is NOT currently and NOT within the past 12 months any legal actions, suits, or proceedings, pending or threatened against Karpel Computer Systems or Rose International.

Exhibit D - continued

D. 2 DOCUMENTATION OF MBE/WBE PARTICIPATION

If proposing MBE/WBE participation, the offeror must provide a copy of this page to each proposed MBE/WBE. Each MBE/WBE included in this proposal must complete a copy of this exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this exhibit. These completed exhibits must be submitted with the offeror's proposal.

Indicate appropriate business classification(s): MBE WBE

Name of MBE/WBE firm: Rose International

Address: 217 Oscar Drive, Suite C, Phone #: 573-658-8676

City/State/Zip: Jefferson City, MO 65101 Fax #:573-659-8124

Email Address: jcstaff@roseint.com

Describe the products/services you will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Rose International will provide training services for the Prosecuting Attorney Case Management system. In addition, Rose consultants will provide Project Management Services and Subject Matter experts to assist in the statewide implementation of the Prosecuting Attorney Case Management system.

Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are supplying for this contract.

15 %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

Each MBE/WBE must provide their State of Missouri, Office of Supplier and Workforce Diversity (formerly Office of Equal Opportunity) certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Supplier and Workforce Development (OSWD).



State of Missouri
Office of Administration
Office of Supplier and Workforce Diversity

Michael N. Keathley
Commissioner of Administration

Donna M. White
Director

This is to certify that Rose International, Inc. DBA Rose Imaging, Inc. qualifies as a Minority Business Enterprise and Women Business Enterprise which has met the eligibility criteria established by the State of Missouri, Office of Administration.

Handwritten signature of Donna M. White in black ink.

Donna M. White, Director, Office of Supplier and Workforce Diversity

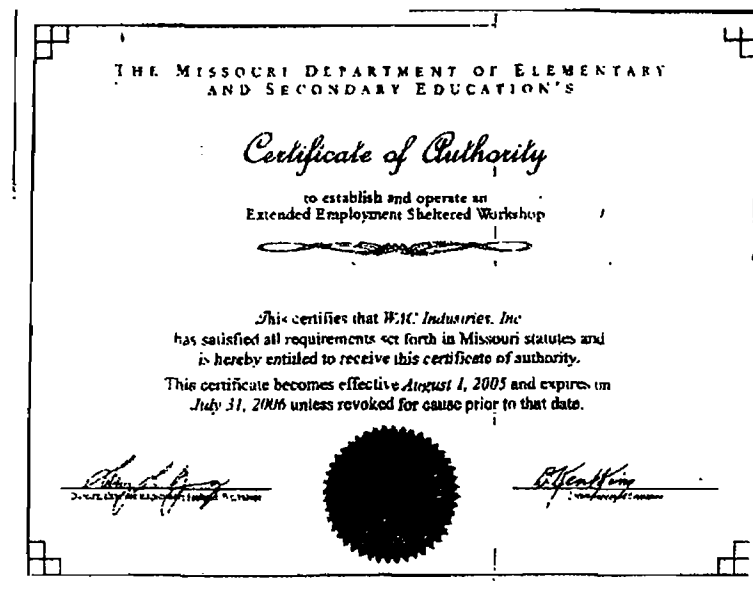
Certification Number 800033 Date of Issue 2/21/06 Date of Expiration 12/19/06

PHONE:	314-892-6300 x26
FAX #:	314-892-8035
EMAIL:	karpel@karpel.com

CONTRACT COORDINATOR CONTACT INFORMATION	
<i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
NAME:	Jeff Karpel
JOB TITLE:	President & CEO
PHONE:	314-892-6300 x26
FAX #:	314-892-8035
EMAIL:	karpel@karpel.com

E.3 PREFERENCE FOR ORGANIZATIONS FOR THE BLIND AND SHELTERED WORKSHOPS

- 1) Karpel Computer Systems plans on participating in the five (5) bonus point preference which shall be granted to proposals including products and/or services manufactured, produced or assembled by qualified nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for proposals qualifying for the preference.
- 2) Karpel Computer Systems will be using W.A.C. Industries as an organization for the blind or sheltered workshop and has provided evidence of their qualifications as described herein with a copy of their certification below.



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

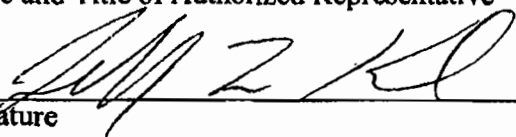
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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.

Jeffery L. Karpel – President & CEO

Name and Title of Authorized Representative



Signature

June 19, 2006

Date

IT ACCESSIBILITY CONFORMANCE MATRIX

3.	A well defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.	The focus of KCMS is a combination of highlighted rows and cursor position.
4.	Sufficient information about a user interface element, including the identity, operation and State of the element, shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.	All navigation, buttons and fields are text oriented without the use of images.
5.	When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	KCMS does not use bitmap image controls unless they are further defined by text information.
6.	Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	KCMS does not provide textual information through operating systems functions other than what as been provided by Microsoft Windows and Oracle Forms.
7.	Applications shall not override user selected contrast and color selections and other individual display attributes.	User may select their own contrast and color selections as allowed by Microsoft Windows.

IT ACCESSIBILITY CONFORMANCE MATRIX

4.1.1 Web-based Intranet and Internet Information and Applications	
13.	<p>A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information, which shall comply with (21) of this section.</p> <p>The proposed version of KCMS is not a Web-based Application.</p>
14.	<p>Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.</p> <p>The proposed version of KCMS is not a Web-based Application.</p>
15.	<p>Documents shall be organized so they are readable without requiring an associated style sheet.</p> <p>The proposed version of KCMS is not a Web-based Application.</p>
16.	<p>Redundant text links shall be provided for each active region of a server-side image map.</p> <p>The proposed version of KCMS is not a Web-based Application.</p>
17.	<p>Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.</p> <p>The proposed version of KCMS is not a Web-based Application.</p>
18.	<p>Row and column headers shall be identified for data tables.</p> <p>The proposed version of KCMS is not a Web-based Application.</p>
19.	<p>Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.</p> <p>The proposed version of KCMS is not a Web-based Application.</p>
20.	<p>Frames shall be titled with text that facilitates frame identification and navigation.</p> <p>The proposed version of KCMS is not a Web-based Application.</p>

IT ACCESSIBILITY CONFORMANCE MATRIX

22.	A text-only page, with equivalent information or functionality, shall be provided to make a Web site comply with the provisions of these standards, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	The proposed version of KCMS is not a Web-based Application.	
23.	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.	The proposed version of KCMS is not a Web-based Application.	
24.	A method shall be provided that permits users to skip repetitive navigation links.	The proposed version of KCMS is not a Web-based Application.	
25.	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	The proposed version of KCMS is not a Web-based Application.	
26.	Contact information for issues related to accessibility shall be provided on each entry page.	The proposed version of KCMS is not a Web-based Application.	

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I. Case Initiation

Arrest Transfer

When arrests are made and processed by the Police Department, the arrest information will be made available to KCMS users in the Warrant Office. The user can simply input the arrest register number and KCMS will search the police department database for that arrest.

When the user presses the Transfer button, KCMS will search for the appropriate arrest information. If no arrest information is found for that police department and report number, the user will see the message "Arrest File Not Found".

However, if the arrest information can be found, the user will be taken to either a list of persons in KCMS matching the pedigree information provided by the police department, an empty list if there are no persons in KCMS matching the pedigree information, or to the one and only match found in KCMS. The matching criteria is as follows:

1. An exact match on social security number
2. An exact match on any person known to have used that social security as an alias
3. An exact match on the local identifier (LID)

As seen here, this takes us to the Defendant Information window. At this point, the user may choose to modify this persons profile by pressing the update button, or proceed directly to adding the arrest information to this profile. Note that this person has eight prior arrests and six disposed cases.

Karpel Case Management System

Defendant Information

Main Menu

- Maintenance Menu
- Grand Jury/Praim Menu
- Docket Control
- Action Entry
- Case Transfer Menu
- Case Merging
- Defendant Merging
- Reports
- Victim Services
- Inquiry Menu
- Mass Attorney Change

Defendant Information

Def ID: **SSN:** [Redacted] Prefix: [Redacted] Last: **Johnson** First: **Johnny** Middle: [Redacted] Suffix: [Redacted] Document: [Redacted]

DOB: **03-06-5135** Race: **W** Sex: **M** DOB: **03-16-1978** State: **IL** Age: **32** Height: **508** Weight: **140** Eyes: [Redacted]

Maritality: [Redacted] Status: [Redacted] Agency: [Redacted] Address 1: **124 Maroon Place** Address 2: [Redacted] City: **St. Louis** MO **63172**

Contact Info: Name Alias: [Redacted] DOR Alias: [Redacted] SSN Alias: [Redacted] Mgmt: [Redacted]

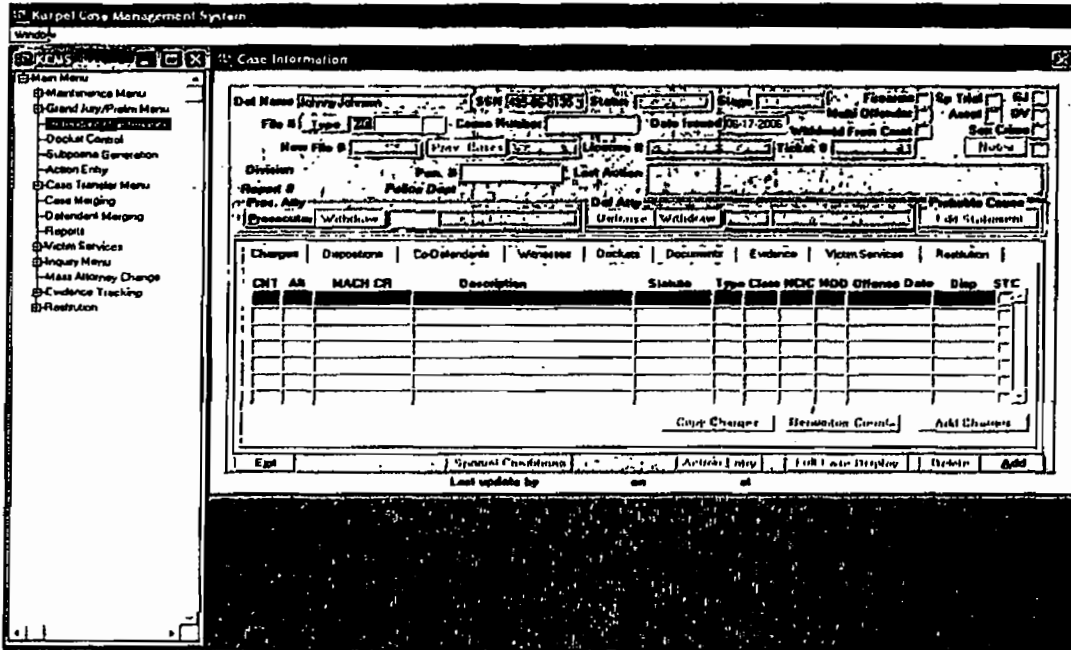
Arrest #	Arrest Date	TRF	PCN	ICN	W/	P. D.	CHG	DCN	ESL	File #	Stat	Off	Reason	Notes
191995	12-25-1997													
191995	12-25-1997													
191995	12-25-1997													
191995	12-25-1997													
191995	12-25-1997													
191995	12-25-1997													
191995	12-25-1997													
191995	12-25-1997													

Case #	File #	Case Number	Type	Status	Def Status
M00248				DISPOSED	
M00222				DISPOSED	
M00222				DISPOSED	
M00222				DISPOSED	
M00222				DISPOSED	
M00222				DISPOSED	

Last updated by KDCSDW on 12-29-2005 at 06:12 pm

Case Information

After adding the arrest information, the user will be taken to the Case Information window as seen below.

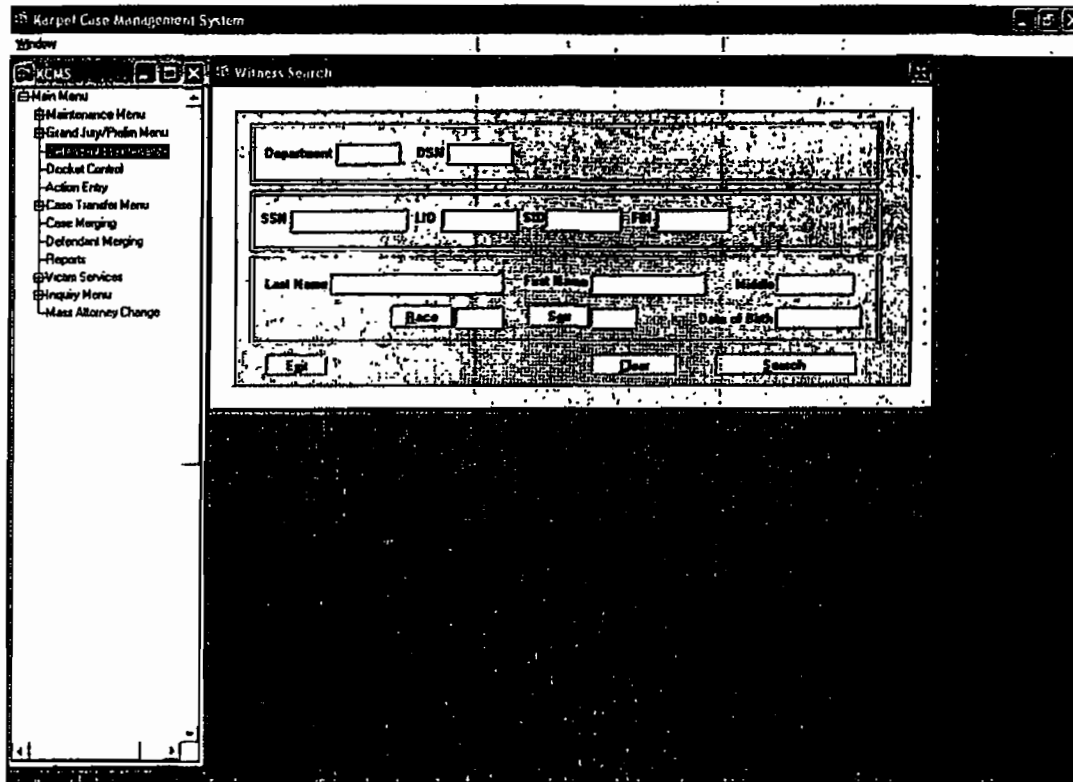


The user will choose the appropriate case type and depending upon the code used, the system will generate a file number or let the user specify one. The Issued Date defaults to the current date. Many of the fields and buttons are not accessible since the case has not actually been added to the database yet.

Once the file number is entered (or and "Auto-Generate" case type such as "U-Under-Advisement" or "TR-Traffic" is specified) the user can add the case to the database by pressing the Add button.

Witness Information

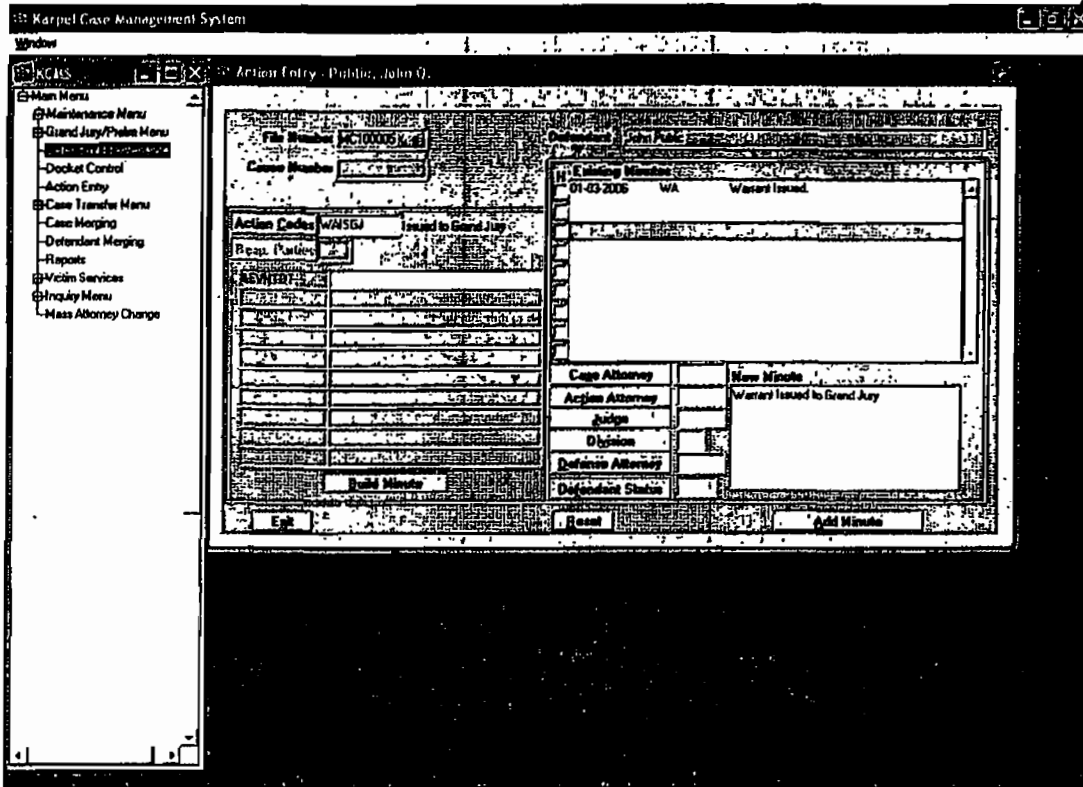
Select the Witness tab on the Case Information window. Then select the Add Witness button to begin adding Witnesses.



Here the user may search for an officer with a Department and DSN (Department Service Number). Police officers can only be found by using the officer's DSN. Also, Lay Witnesses may be searched for using the remaining fields. If no one is found, you may create a new witness in the window below.

Action Entry

Next the case needs to be "Issued". The system administrator has set up special Action Codes for different situations. In our example, the Warrant Office WA is going to issue IS the case to the Grand Jury GJ by using an action code of "WAISGJ". We do this by bringing up Action Entry via the Action Entry button.



Here we see that there is already an action code on the case of "WA". This is the Warrant Application minute automatically added to the case upon case creation. We will now specify an action code of "WAISGJ". Upon leaving the Action Code field, the user will be prompted for certain pieces of information specified by the system administrator. In our example, the user need only specify an Event Date. This piece of information is required regardless of the action being entered. The user may leave this blank and the system will default it to the current date. Once the minute text is entered and is satisfactory, the user will add the minute.

Action Entry will be discussed in greater detail in the section titled "II. Action Entry".

II. Action Entry

Actions taken by the prosecution, the defense, or the court are recorded through Action Entry. Action Entry is accessed from either the case itself, or from the Main Menu by entering a Prosecuting Attorney File Number or court Cause Number.

Action Codes

Action Codes will be built in three parts:

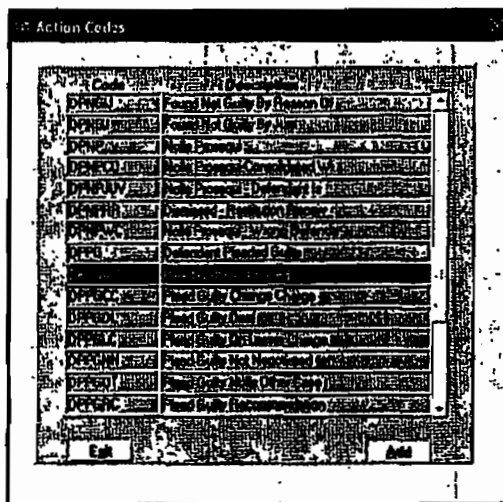
Category – Action – Object

An example of this structure would be the Disposition Action of – “Plead Guilty as Charged”. We will configure this minute as:

**Category DS – Disposition; Action PG – Plead Guilty; Object AC- As Charged
DSPGAC**

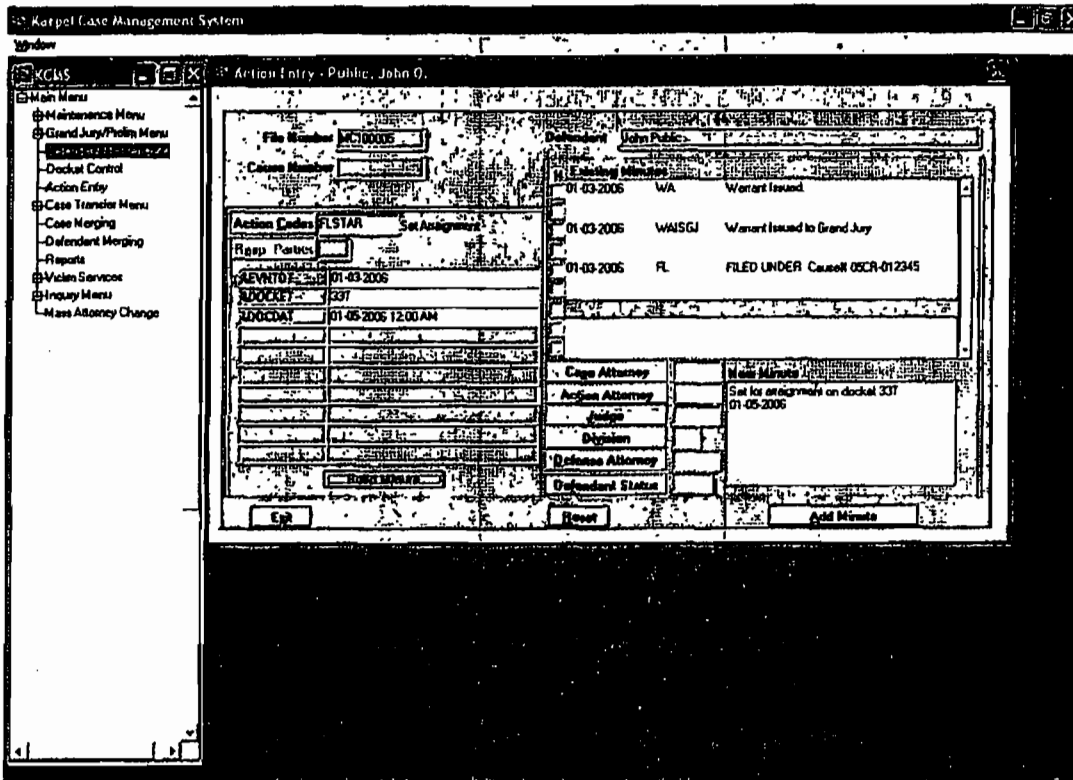
Categories

- WA Warrant Application
- GJ Grand Jury
- PH Preliminary Hearing
- FL Filed with Court Clerk
- TR Trial
- DP Disposition
- PS Pre-Sentencing
- SD Sentenced
- PR Probation Revocation
- IN Inactive



Action Code Variables

Notice the variable codes down to the left side of the window. The user will be forced to specify values for these. In this case system wishes to know the event date for this action (the value will default to the system date if it is not specified) and the date to be placed on the 33T docket. The system administrator has setup this code to add entries to the 33T docket, since that is the arraignment docket. After filling in the appropriate information, the user will press the Build button to complete the minute text. Seen here is the result.



Notice how the variable codes “&DOCKET” and “&DOCDAT” in the minute text were replaced with the values specified. The user can now specify more information, such as the attorney responsible for this action, a division, or a judge, or choose to add the minute entry. If the user were to try to add this minute, he or she would be confronted with the message seen here.

Search Results List

Defendant Search Results

Last Name	First Name	Middle	Race	Sex	Birth Date	Soc. Sec. #	Local ID	State ID
*JOHNSON	JOHN				01-08-1950			
JOHNSON	JOHN				02-08-1950			
JOHNSON	JOHNATHAN				11-03-1984	000-90-3694	WV-15313	
JOHNSON	JOHNATHAN				01-25-1970		WV-15313	
JOHNSON	JOHNATHAN				05-20-1974		WV-15313	
JOHNSON	JOHNATHAN				10-05-1945		WV-15313	
JOHNSON	JOHNATHAN				09-05-1945		WV-15313	
JOHNSON	JOHNATHAN				03-28-1950		WV-15313	
JOHNSON	JOHNATHAN				03-28-1950		WV-15313	
JOHNSON	JOHNATHAN				03-28-1950		WV-15313	

CA File # Case # Birth Date Race Sex Disposed Disposed Date

000000	0000000000	01-08-1950			DISPOSED	01-07-2000
000000	0000000000	01-08-1950			DISPOSED	01-07-2000
000000	0000000000	01-08-1950			DISPOSED	01-07-2000

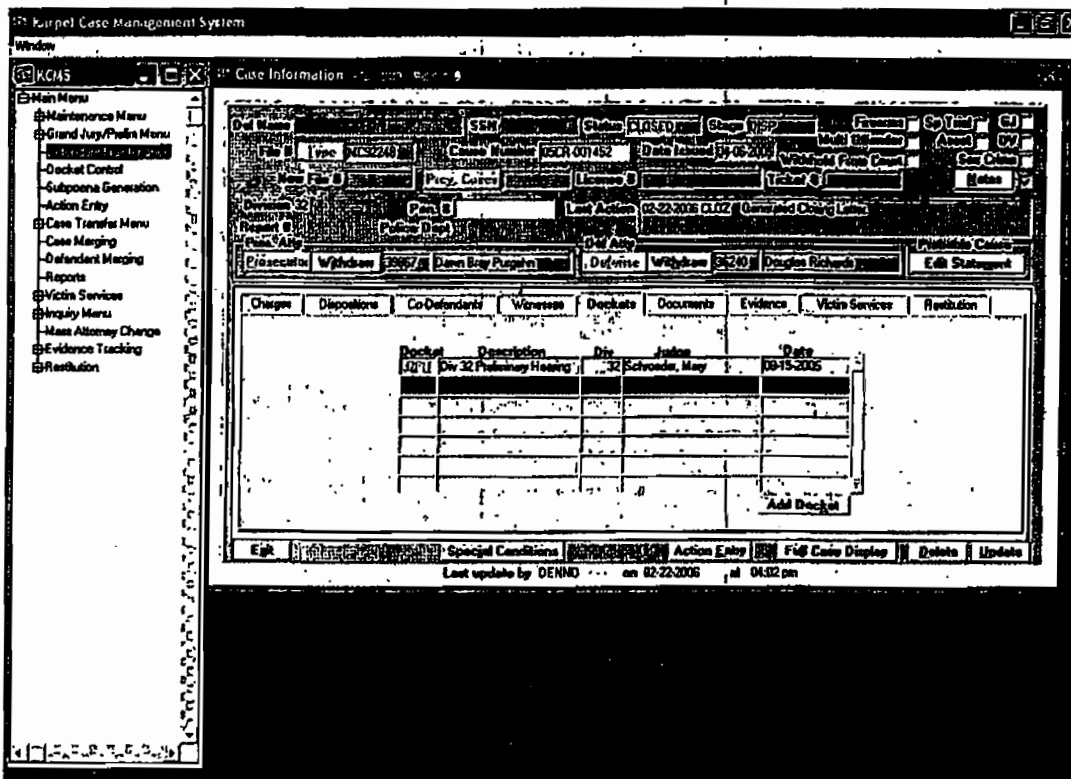
Buttons: Edit, Show Witnesses, Add Defendant

Notice, sometimes the entries in the list doesn't match the search criteria. That's because these individuals have used aliases matching the search criteria, as indicated by the asterisk preceding the last name. These names will always be first in the list. Let's select "Johnny A Johnson".

IV. Docket Control

As cases are scheduled to be heard, they are added to a docket list. The dockets have been setup by they system administrator.

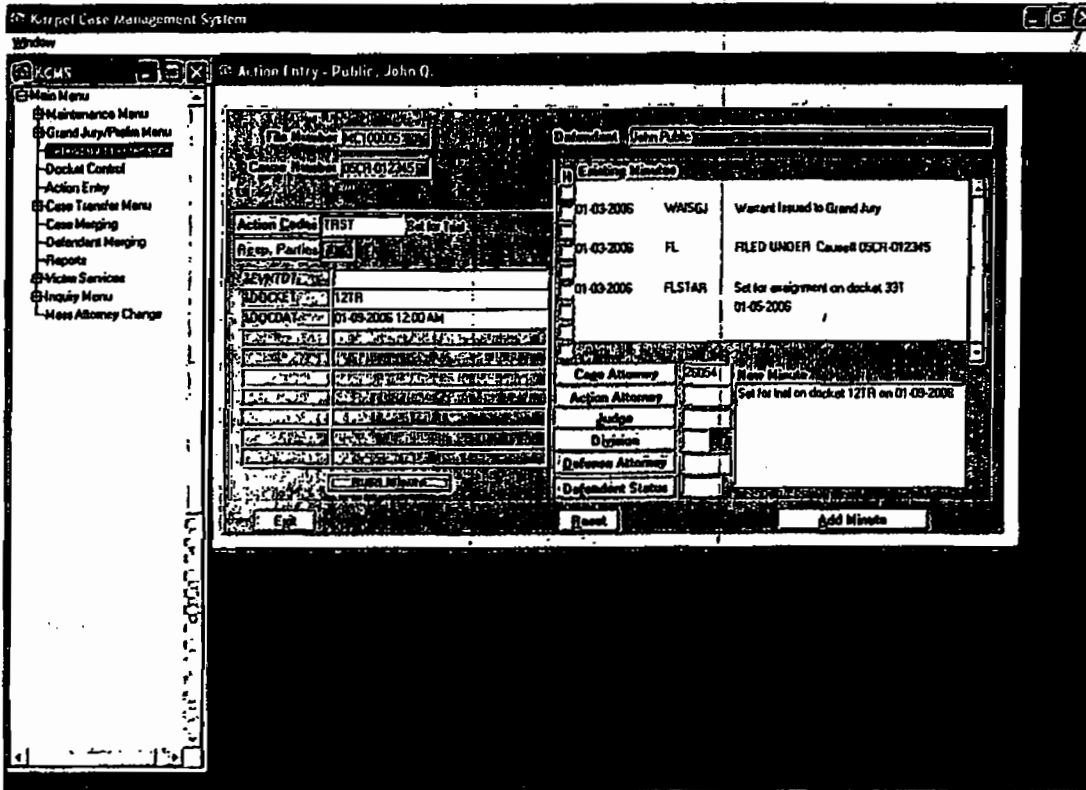
As an example, let's continue the case created in the Case Creation Flow section. Since the case was "Issued to Grand Jury" let's set the case on the Grand Jury Docket. Cases can be docketed in many different ways. Our example will use Action Entry to docket our case. Access to action entry can be gained either through the case itself, or from the Action Entry option on the main menu. We will take the Action Entry option from the case itself.



Notice that this case is already docketed for the Preliminary Hearing Docket in Division 32.

“Building” the Minute

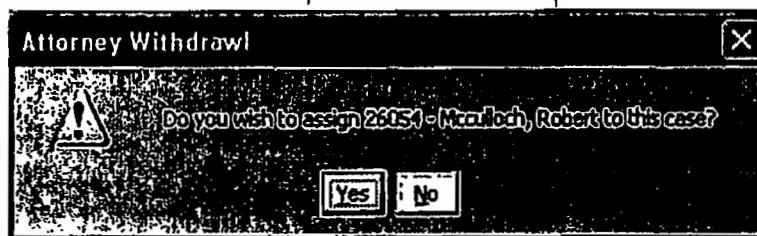
Notice how the text in the New Minutes field changed, replacing the information prompts with the information in the corresponding text fields. The user is now ready to add the minute and does so by pressing the Add Minute button.



By doing this, the case has now been put on the Division 12 Trial Docket for January 9, 2006.

Assigning a Case Attorney

Since no Previous Attorney has been assigned to this case, the system asks if the attorney placed in the Case Attorney field should be assigned to the case.



If answered “Yes” the attorney will be assigned as the Case Attorney.

Mass Minute Entry

Now that we have the cases grouped together on a docket, we can make mass entry of minutes very simple. For the sake of our example, let's say that it is now the 24th of February and all of these cases have been heard by the Grand Jury. The user need only bring up the list for that docket and enter the appropriate information, duplicate the information if necessary, then press Continue. This will bring up the Action Entry window for each successive case on the docket list.

Notice the information is already filled in for the user. The Action Code defaulted to "GJ TB", the &EVNTDT information prompt defaulted to the date placed on the list for that case, the Defendant Status field defaulted to "BND", and that the Judge and Division defaulted to the last division and judge for which this case was docketed. When the user presses the Add button, the information in the action entry window will change to that of the next item in the list, and so on.

Disposing and Sentencing

If all the information which was defaulted from both the Charge records and Docket List is correct, the user need on to press the Dispose button, proceed through Action Entry for each charge on the case, and the system will move on to the next case in the Docket List. If the user checked the "STC" checkbox for any of these charges, he or she would be presented with the charge window for the appropriate charge in order to specify the appropriate sentence information.

As you can see, having cases grouped together on one list makes mass entry of case minutes and charge dispositions very convenient.

Other Docket List Features

There are several features of the docket list that make manipulating large lists of cases possible.

<i>Cause Number Field</i>	If the specified cause number is found in the list, it is checked, otherwise, that case is added to the list.
<i>Sort Buttons</i>	The list can be sorted on any column having a Sort button.
<i>Dup Buttons</i>	User-entered data may be duplicated down any column having a Dup Button.
<i>List Narrow</i>	The user can manually select cases on the list, then press the "Relist" button to work only with the selected cases.
<i>Set Time Button</i>	If docket entries need to be set for a specific time, the time can be placed in the Time column and press the Set Time Button.
<i>Print Docket</i>	A docket listing of cases may be printed from this list.

Charge and Sentencing Information

Notice the Disposition Information on the bottom of the window indicates all of the information we entered on the Charge Disposition List. The Charge Code has been changed to the lesser charge code, and the old charge information has been placed in the history for this charge. We've entered a ten year confinement in the Missouri Department of Corrections ("MDC") as our sentence information. Once all the information on the Charge window is correct, the user will press the Update button and be taken to the Action Entry window for next count. Once all charges have been processed, the user will see this message, indicating all the selected charges have been disposed.

Since all of the charges were disposed, the Case Status will then be set to "DISPOSED". Since the stage value for the "PGAC" minute is set to "DISP", that value becomes the Case Stage. For statistical reporting purposes, the case itself has been marked as disposed, and the final disposition information has been stored on the case itself. Predefined logic has been setup to determine which charge is the "final" disposition information. Seen here is the Case window after all charges have been disposed. Notice how the Case Stage is not "CLOSED", since there are still charges to be sentenced. Notice also that the Sentence Checkbox is checked on count one, indicating it has been sentenced.

Disposed Case Information

Case Information - Johnson, Johnny A.

Def Name: Johnny Johnson | SSN: 495-86-5135 | Status: DISPOSED | Stage: | File Name: | Sp Trial: | Multi Offender: | Asset: | DV: | Sex Crime: | Notes:

File #: MCD0248 | Case Number: KC0310258X | Date Issued: 07-27-2005 | Withhold From Court:

Division: | Pen. #: | License #: | Ticket #: | Probable Cause: | Last Action: 03-07-2005 C/D/P 01/17/05: Defendant found guilty at court. Seigel/Beindek/McCabe/vp

Prosecutor: Waltham 371025 | Dean Waldman | Def Atty: Waltham 33753 | Beverly Beindek | Edit Statement

CHG	ALL	MACH	CR	Description	Statute	Type	Class	NCIC	MDD	Offense Date	Disp	STC
2		32 02 1A		ARMED CRIMINAL ACTION - FELONY	571.015	F		99	0		OFFGJ	<input checked="" type="checkbox"/>
3		19 24 2B		KIDNAPPING - CLASS B FELONY	568.110	F	B	99	0		OFFGJ	<input checked="" type="checkbox"/>
4		19 02 0B		ATTEMPTED ATTEMPT FORCIBLE RAPE	566.030	F		99	0		OFFGJ	<input checked="" type="checkbox"/>
5		02 30 2		PERSISTENT OFFENDER							OFFCMD	<input type="checkbox"/>

Copy Charges | Remove Counts | Add Charges

Special Conditions | Action Entry | Full Case Display | Reline | Update

Last update by KCSCDNV on 02-04-2006 at 12:07 pm

VII. System Interfaces

KCMS has been designated to interface with a variety of foreign systems.

Arrest Transfers

When an arrest is made by the police department, the arrest data is transferred from the Regional Justice Information Systems (REJIS) mainframe to KCMS. This allows the screening attorney in the warrant office to seamlessly view and import the arrest information. If the decision is made to issue the warrant, a majority of the case information is pre-filled into the appropriate records for the user.

Court Information

KCMS is fully compliant with the Office of State Court's Administrator (OSCA) Justice Integration initiative which uses the Global Justice XML Data Model (GJXDM) defined by the Department of Justice, Office of Justice Programs. In those jurisdictions where this initiative is not yet in place, Karpel Computer Systems has built a more generic, non-XML based transfer mechanism to allow the court to file cases based on the prosecutor's case information.

Criminal Finance

Criminal finance information is also stored in this system. This allows the Prosecuting Attorney to identify convicted individuals approaching the end of their probation period which still owe forms of restitution. These individuals can then be summoned to explain their nonpayment.

Police Personnel

Police roster and vacation information is shared, allowing the Prosecuting Attorney to track the availability of police witnesses. When a case is taken off a docket, the appropriate can be notified, preventing unnecessary "standby" payments.

Division of Corrections

Victim information is shared with the Division of Corrections, allowing them to notify victims of the pending release of defendants.

Missouri Criminal Records of Repository

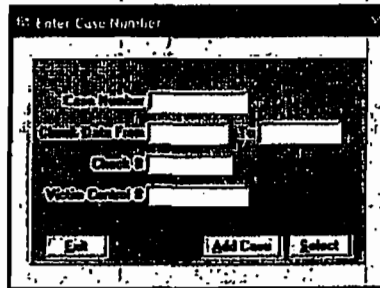
Criminal history records can be transferred electronically to the Missouri Criminal Records Repository.

XI: Bad Checks

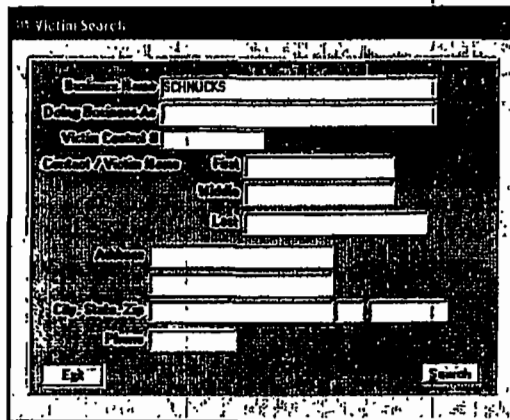
Bad check cases are initiated by selecting "Add/Select a Case" from the Bad Checks main menu as seen below.



You will be presented with the selection window shown below. From here you may find an existing case based on the selection criteria, or you may add a new case by selecting the "Add Case" button.



The first step in creating bad checks case is to identify the victim. Here you see the "Victim Search" criteria window. In this example we will search for Schnucks.



Offender Search

First Name: JOHN
Middle Name: D
Last Name: PUBLIC
DOB: _____
Address: _____
City, State, Zip: _____
Phone: _____ SSN: _____
Date of Birth: _____ Gender: _____

Exit Search

Since there is no party in the database matching this criteria, we will have to add the party by selecting the "Add" button. Notice this list looks much the same as the list we saw when selecting the victim.

Offender Search Results

Name	SSN	Phone	Address

Case Number	Case Date	Victim Name/Address	Stage	Check Amt

Exit Add

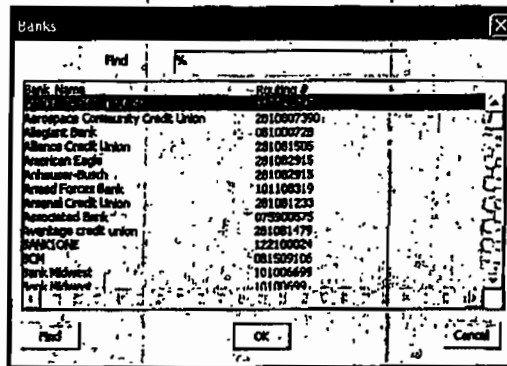
We can now enter all the pertinent information for our offender. At this point, we are only entering information about the offender, not about the bad check he or she has written.

Offender Information

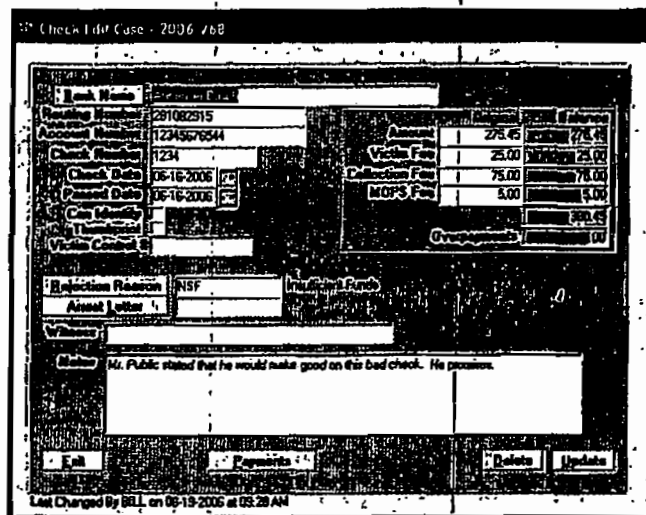
Name: JOHN D PUBLIC
DOB: _____ SSN: _____ Phone: _____
Address: _____
City, State, Zip: _____

Case #	Case Date	Stage	Case Date

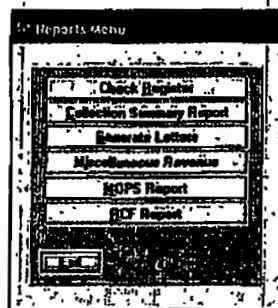
Exit Add



Once all of the check information is specified, the check record can be added. Shown below is the completed check record.



Now that the case has been entered, we can generate our "10-Day" letter. We can do this by either selecting the "Action Entry" button on the case window, or by selecting the "Generate Letters" button on the reports menu which is available from the main menu. We will generate our letter from the "Generate Letters" button on the reports menu.

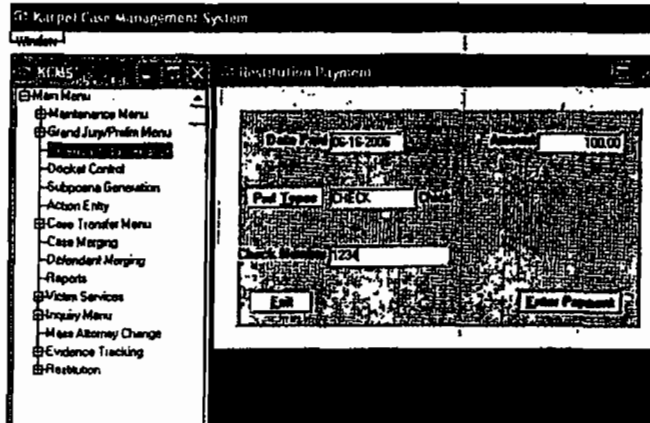


Selecting the "Generate Letters" button brings up the selection criteria window for generating letters as shown below.

Accounting

Deposits can then be made, then checks written on those deposits. This is further documented in the on-line help.

Payments can be taken by selecting the "Enter Payment" button on the restitution maintenance window. Doing so will take you to the restitution payment window.



Adding the payment will produce a receipt for the payer, shown below.

<p>Restitution Unit St. Louis Circuit Attorney's Office CARRHAN COURTHOUSE 1121 Market Street, Room 401 St. Louis, MO 63101</p>	<p>Receipt of Payment Receipt No. 50 10/11/2005</p>
--	--

Received From

Paul S. Swearing
 2201 S. Grand Blvd.
 St. Louis, MO 63104

Check No.	Payee	Amount	Total	Balance
2882	Paul S. Swearing	113.16	113.16	.00
2902	Paul S. Swearing	118.98	118.98	.00
Totals		232.14	232.14	.00

Paid In Full

Payments can be deposited and checks can then be written back to the case victims. Below is a sample check.

Cont# 10

Kathy Conner 01-10-2006 \$1,642.29
 One Thousand Six Hundred Forty-Two And 29/100

Kathy Conner
 6701 Southwest Ave
 Saint Louis MO 63143

2005-476	\$97.88 Paris, Jeffrey	
2005-476	755.21 Paris, Jeffrey	

Below is the offender maintenance window which is accessed by double clicking on the SSN, primary last name, primary first name, year, co-filer last name, or co-filer first name.

File #	File Year	Case #	Offender	Co-Offender
--------	-----------	--------	----------	-------------

Below is the case maintenance window which is accessed by double clicking on the file number field in the case / offender search list, or by selecting it from the list of cases for the offender shown above.

Date	Amount	Type	Amount
------	--------	------	--------

XII. Backup and Recovery Procedures

In order to ensure business continuity in your office, a robust backup and recovery policy must be in place.

Backup

It is recommended that, at a minimum, a full backup of the drive onto which the KCMS Oracle database was installed and a backup of the Windows registry be performed on a nightly basis. If the available backup hardware allows for it, a backup of the entire server is preferable. Before the backup begins, an operating system command should be issued from the backup job to stop the Oracle services. The command to be entered is *NET STOP OracleServiceKCMS*. This will stop the Oracle service and allow for a full backup of the database. Once the backup job is complete, *NET START OracleServiceKCMS* should be issued. The backup software in use will have a place to enter these before and after job commands.

A rotation schedule should be put in place using multiple backup tapes, one for each night of the week. Each day, the tape from the previous night's backup should be transported off site for safe keeping.

Recovery

In the event of a data loss, the data from the previous backup can be restored from tape.

Before proceeding with the restoration of the data, ensure that any hardware issues that may have caused the loss of data have been rectified and that all operating system service packs and patches are up to date.

Follow the directions of your particular backup software for restoring from tape. It is important that all directories are restored to their previous locations. If default options are chosen for the restore, this will happen automatically.

FedEx. US Airbill
Express

FedEx Tracking Number 8560 6560 0330

Recipient's Copy

From
Date 6/2/06

Sender's Name Jeff Karpel Phone 314 497-6303

Company Karpel Computer Systems

Address 5714 S. Lindbergh Blvd.

City St. Louis State MO ZIP 63123

Your Internal Billing Reference

To Recipient's Name Julie Branigan Phone 573 751-4148

Company D.P.M.M.

Recipient's Address 301 West High Street

Address Room 630

City Jefferson City State MO ZIP 65101

4a Express Package Service

FedEx Priority Overnight
Next business morning* FedEx shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Standard Overnight
Next business afternoon* Saturday Delivery NOT available.

FedEx First Overnight
Earliest next business morning delivery to select locations.* Saturday Delivery NOT available.

FedEx 2Day
Second business day** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Envelope rate not available. Minimum charge: One-pound rate.

FedEx Express Saver
Third business day** Saturday Delivery NOT available.

4b Express Freight Service

FedEx 1Day Freight*
Next business day** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx 2Day Freight
Second business day** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx 3Day Freight
Third business day** Saturday Delivery NOT available.

5 Packaging

FedEx Envelope*
 FedEx Pak*
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.

FedEx Box

FedEx Tube

Other

6 Special Handling

SATURDAY Delivery
Not available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 2Day Freight.

HOLD Weekday at FedEx Location
Not available for FedEx First Overnight.

HOLD Saturday at FedEx Location
Available ONLY for FedEx Priority Overnight and FedEx 2Day in select locations.

Does this shipment contain dangerous goods?
One box must be checked.

No Yes
As per attached Shipper's Declaration.

Yes
Shipper's Declaration not required.

Dry Ice
Dry Ice, UN 1845

Cargo Aircraft Only

7 Payment Bill for: Enter FedEx Acct. No. or Credit Card No. below.

Sender Acct. No. in Section 1 will be billed.

Recipient Third Party Credit Card Cash/Check

Total Packages 3 Total Weight 3.00 Total Declared Value* \$ 0.00 Total Charges 0.00

*Our liability is limited to \$100 unless you declare a higher value. See back for details.

8 NEW Residential Delivery Signature Options

No Signature Required
Package may be left without obtaining a signature for delivery.

Direct Signature
Anyone at recipient's address may sign for delivery. Fee applies.

Indirect Signature
If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies.

520



RCVD JUN 22 06 AM 9:29 OA-DPMM

CERTIFIED COPY OF ORDER

11 -2007

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the

11th day of January 20 07

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to accept the 2005 Interoperable Communications Grant Program and to establish the budget.

Done this 11th day of January, 2007.

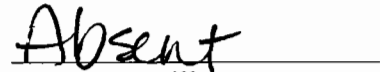


Ken Pearson
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Eikin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 07


In the County Commission of said county, on the 11th day of January 20 07

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

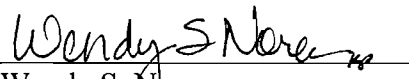
Now on this day the County Commission of the County of Boone does hereby approve the following purchase requisition for the upcoming public debate on How Storm Water Ordinances and Governmental Funding of Infrastructure might affect our local economy presented at the Tiger Hotel.

Department Name and Account Number	Amount
1750-71100 – Room Rental	\$500.00
1750-71100 – Catering	\$756.00
1750-71100 – Bartender	\$100.00

Done this 11th day of January, 2007.


Ken Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the


11th day of January 20 07

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

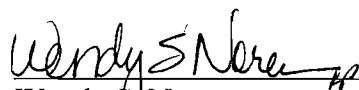
Now on this day the County Commission of the County of Boone does hereby appoint the following Assistant Prosecuting Attorneys:


- Stephanie M. Morrell
- Cecily L. Daller
- April S. Wilson
- James P. Gray

Done this 11th day of January, 2007.


 Ken Pearson
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner


IN RE: **James P. Gray**
Assistant Prosecuting Attorney
Boone County, Missouri

KNOW ALL MEN BY THESE PRESENT:

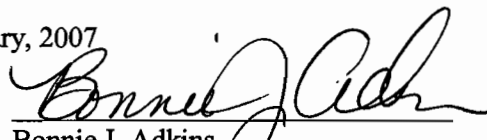
By virtue and authority of Section 56.151 RSMo., the undersigned Prosecuting Attorney within and for Boone County, State of Missouri, does hereby appoint **JAMES P. GRAY**, a practicing attorney licensed to practice law in the State of Missouri, possessing all qualifications required of a prosecuting attorney, as Assistant Prosecuting Attorney of Boone County, Missouri, effective from the **2nd day of January, 2007**, for an indefinite term until such time as this appointment is terminated by the undersigned or the appointee voluntarily resigns or leaves office; said appointee is hereby authorized and empowered to discharge duties of the office of the Prosecuting Attorney in accordance with law and shall be subject to the same fines and penalties for neglect of duty or misdemeanor in office as the Prosecuting Attorney.

The undersigned does hereby fix the appointee's compensation at **\$56,014.40** dollars per annum commencing on the date of appointment subject to approval by the Boone County Commission; said salary may be adjusted from year to year or time to time subject to the appropriations made available for that purpose.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of January, 2007.


Daniel K. Knight
Prosecuting Attorney
Boone County, Missouri


Subscribed and sworn to before me this 4th day of January, 2007


Bonnie J. Adkins
Notary Public, Boone County
State of Missouri

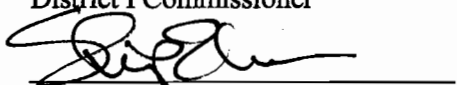
My commission expires May 1, 2007

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

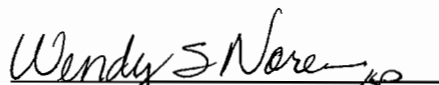
NOW ON THIS 11 day of January, 2007, the County Commission of Boone County, Missouri, hereby approves the compensation fixed by the Prosecuting Attorney for the above named appointee as specified in the aforesaid appointment.


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy Noren
County Clerk

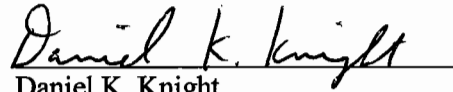
IN RE: **Stephanie M. Morrell**
Assistant Prosecuting Attorney
Boone County, Missouri

KNOW ALL MEN BY THESE PRESENT:

By virtue and authority of Section 56.151 RSMo., the undersigned Prosecuting Attorney within and for Boone County, State of Missouri, does hereby appoint **STEPHANIE M. MORRELL**, a practicing attorney licensed to practice law in the State of Missouri, possessing all qualifications required of a prosecuting attorney, as Assistant Prosecuting Attorney of Boone County, Missouri, effective from the **2nd day of January, 2007**, for an indefinite term until such time as this appointment is terminated by the undersigned or the appointee voluntarily resigns or leaves office; said appointee is hereby authorized and empowered to discharge duties of the office of the Prosecuting Attorney in accordance with law and shall be subject to the same fines and penalties for neglect of duty or misdemeanor in office as the Prosecuting Attorney.

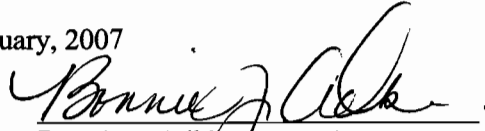
The undersigned does hereby fix the appointee's compensation at **\$54,017.60** dollars per annum commencing on the date of appointment subject to approval by the Boone County Commission; said salary may be adjusted from year to year or time to time subject to the appropriations made available for that purpose.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of January, 2007.



Daniel K. Knight
Prosecuting Attorney
Boone County, Missouri

Subscribed and sworn to before me this 4th day of January, 2007




Bonnie J. Adkins
Notary Public, Boone County
State of Missouri


My commission expires May 1, 2007

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

NOW ON THIS 11 day of January, 2007, the County Commission of Boone County, Missouri, hereby approves the compensation fixed by the Prosecuting Attorney for the above named appointee as specified in the aforesaid appointment.


Kennett M. Pearson
Presiding Commissioner
Karen M. Miller
District I Commissioner
Skip Elkin
District II Commissioner

ATTEST:


Wendy Noren
County Clerk

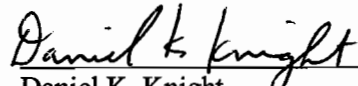
IN RE: **Cecily L. Daller**
Assistant Prosecuting Attorney
Boone County, Missouri

KNOW ALL MEN BY THESE PRESENT:


By virtue and authority of Section 56.151 RSMo., the undersigned Prosecuting Attorney within and for Boone County, State of Missouri, does hereby appoint **CECILY L. DALLER**, a practicing attorney licensed to practice law in the State of Missouri, possessing all qualifications required of a prosecuting attorney, as Assistant Prosecuting Attorney of Boone County, Missouri, effective from the **2nd day of January, 2007**, for an indefinite term until such time as this appointment is terminated by the undersigned or the appointee voluntarily resigns or leaves office; said appointee is hereby authorized and empowered to discharge duties of the office of the Prosecuting Attorney in accordance with law and shall be subject to the same fines and penalties for neglect of duty or misdemeanor in office as the Prosecuting Attorney.

The undersigned does hereby fix the appointee's compensation at **\$49,004.80** dollars per annum commencing on the date of appointment subject to approval by the Boone County Commission; said salary may be adjusted from year to year or time to time subject to the appropriations made available for that purpose.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of January, 2007.


Daniel K. Knight
Prosecuting Attorney
Boone County, Missouri

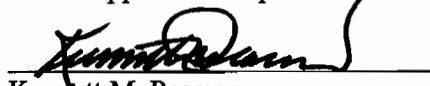
Subscribed and sworn to before me this 4th day of January, 2007

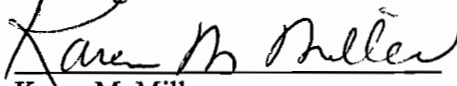

Bonnie J. Adkins
Notary Public, Boone County
State of Missouri

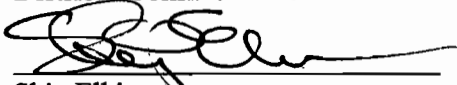
My commission expires May 1, 2007

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

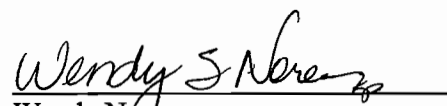
NOW ON THIS ____ day of _____, 2007, the County Commission of Boone County, Missouri, hereby approves the compensation fixed by the Prosecuting Attorney for the above named appointee as specified in the aforesaid appointment.


Kennett M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy Noren
County Clerk

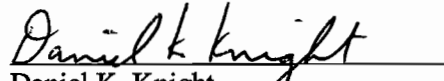
IN RE: **April S. Wilson**
Assistant Prosecuting Attorney
Boone County, Missouri

KNOW ALL MEN BY THESE PRESENT:

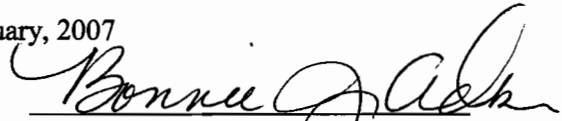
By virtue and authority of Section 56.151 RSMo., the undersigned Prosecuting Attorney within and for Boone County, State of Missouri, does hereby appoint **APRIL S. WILSON**, a practicing attorney licensed to practice law in the State of Missouri, possessing all qualifications required of a prosecuting attorney, as Assistant Prosecuting Attorney of Boone County, Missouri, effective from the **2nd day of January, 2007**, for an indefinite term until such time as this appointment is terminated by the undersigned or the appointee voluntarily resigns or leaves office; said appointee is hereby authorized and empowered to discharge duties of the office of the Prosecuting Attorney in accordance with law and shall be subject to the same fines and penalties for neglect of duty or misdemeanor in office as the Prosecuting Attorney.

The undersigned does hereby fix the appointee's compensation at **\$54,017.60** dollars per annum commencing on the date of appointment subject to approval by the Boone County Commission; said salary may be adjusted from year to year or time to time subject to the appropriations made available for that purpose.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of January, 2007.


Daniel K. Knight
Prosecuting Attorney
Boone County, Missouri


Subscribed and sworn to before me this 4th day of January, 2007

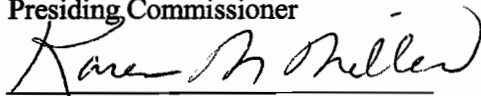

Bonnie J. Adkins
Notary Public, Boone County
State of Missouri

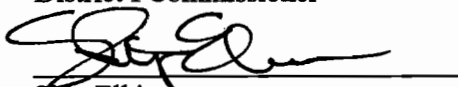
My commission expires May 1, 2007

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

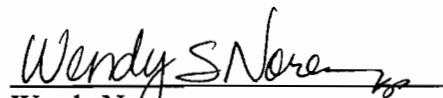
NOW ON THIS ____ day of _____, 2007, the County Commission of Boone County, Missouri, hereby approves the compensation fixed by the Prosecuting Attorney for the above named appointee as specified in the aforesaid appointment.


Kennett M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy Notgen
County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the


11th day of January 20 07

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


Now on this day the County Commission of the County of Boone does hereby approve the following General Consultant Services Agreements and authorize the Presiding Commissioner to sign said agreements:

- Scroggs Architecture, P.C.
- Engineering Surveys and Services, LLC
- Trabue, Hansen & Hinshaw, Inc.
- Mitzel and Associates
- Poepping, Stone, Bach & Associates, Inc.
- Shafer, Kline & Warren

Done this 11th day of January, 2007.


 Ken Pearson
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

Absent
 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11 day of January, 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Shafer, Kline & Warren (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

SHAFER, KLINE & WARREN

By J. Kensey Russell
J KENSEY RUSSELL

Title OFFICE MANAGER

Dated: 12-27-06

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 1/11/07

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Nore
County Clerk

APPROVED:

[Signature] 1/3/07
Director, Boone County Public Works

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.

No encumbrance required 1/4/07
Auditor by cg Date

Sum & Supply 2045-71101

HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$155	Secretarial/Clerical	\$55
Associate	140	Engineering Technician V	100
Engineer V	130	Engineering Technician IV	90
Engineer IV	120	Engineering Technician III	80
Engineer III	110	Engineering Technician II	70
Engineer II	100	Engineering Technician I	60
Engineer I	90	Drafter	45
Landscape Architect IV	120	Construction Observer IV	90
Landscape Architect III	110	Construction Observer III	85
Landscape Architect II	100	Construction Observer II	75
Landscape Architect I	85	Construction Observer I	65
Landscape Design	70	Registered Land Surveyor II	110
Planner IV	120	Registered Land Surveyor I	95
Planner III	110	Survey Crew	150
Planner II	100	Survey Rodperson	45
Planner I	85	Survey Technician V	100
GIS Consultant IV	115	Survey Technician IV	90
GIS Consultant III	100	Survey Technician III	80
GIS Consultant II	85	Survey Technician II	70
GIS Consultant I	70	Survey Technician I	60
Controls Technician II	80	GPS Survey Technician	95
Controls Technician I	60		
Photogrammetrist III	90		
Photogrammetrist II	80		
Photogrammetrist I	70		

Equipment Costs

GPS Survey Receiver	\$20
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Note #1

The hourly rate shown for GPS Personnel and Survey Crews includes stakes, flagging, iron bars and other miscellaneous materials.

Note #2

All reimbursable expenses incurred on a project will be charged at a rate of direct cost plus 10% to cover administrative overhead. Direct cost of passenger car mileage will be at the standard rate established by the Internal Revenue Service and in effect at the time the expense is incurred. Direct cost of survey vehicle mileage will be at the IRS standard passenger car rate, plus 20%. Plotting and reproduction will be charged at \$0.50 per square foot for all media except photographic glossy, which will be charged at \$1.00 per square foot. Color copies will be charged at \$0.80 per 8.5 x 11 sheet and \$1.60 per 11 x 17 sheet. Subcontract expenses will be charged at quoted prices with no markup.

Effective January 1, 2007

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11 day of Jan, 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Scroggs Architecture, P.C. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

SCROGGS ARCHITECTURE, P.C.

By Stuart S. Scroggs

Title President

Dated: Jan. 2, 2007

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 1/11/07

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Nere
County Clerk

APPROVED:

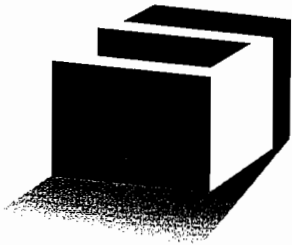
David [Signature] 1/3/07
Director, Boone County Public Works

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.

No encumbrance required 1/4/07
Auditor by caj Date

Term + Supply 2045-71101



Scroggs Architecture P.C.
Stuart S. Scroggs, Principal

1008 Maplewood Dr., Columbia, MO 65203
573-442-5600 Fax 573-442-5611
sss@scroggsarchitecture.com

December 24, 2006

Ms. Mary Schooley
Design and Construction
Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201

RE: Consultant Services Agreement

Dear Ms. Schooley:

Attached are two signed consultant contract agreements, proof of insurance, Scroggs Architecture P.C. 2006 Project List and Boone Co. Project List updated for my Statement of Qualifications.

As per your request, my billable office rate is \$100.00/hour. I am operating as a sole proprietor.

Thank you for the opportunity to renew my Consultant Services Agreement. If you need any further information, please contact me.

Very truly yours,

Stuart S. Scroggs
Scroggs Architecture P.C.
1008 Maplewood Dr.
Columbia, MO 65203

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11 day of January, 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Engineering Surveys and Services, LLC (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

ENGINEERING SURVEYS AND SERVICES, LLC BOONE COUNTY, MISSOURI

By [Signature]

By [Signature]

Presiding Commissioner

Title President

Dated: 12/15/2006

Dated: 1/11/07

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Attorney

[Signature]
County Clerk

APPROVED:

[Signature] 11/3/07
Director, Boone County Public Works

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.

No encumbrance required 4/4/07
Auditor by cg Date

Jern + Supply 2045-71101

Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors
Analytical and Materials Laboratories

Larry L. Hendren, PE, RG
David A. Bennett, PE
Timothy J. Reed, PLS
Morton L. Ratliff, PLS
Bruce A. Dawson, PE
Richard J. Rolsing, PE

Randall A. Lee, PE, RG
Timothy J. O' Connor, PE
Benjamin A. Ross, PE, PTOE
Clifford S. Jarvis, PE
Chad M. Ferguson, PE, RG
Zachary K. Thomas, PE

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499
E-Mail ess@ess-inc.com
<http://www.ess-inc.com>

HOURLY FEE SCHEDULE

January 1, 2007

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$105.00-110.00/hour
Registered Professional Engineer	\$ 80.00-95.00/hour
Registered Professional Land Surveyor	\$ 85.00-95.00/hour
Project Surveyor	\$ 50.00-80.00/hour
Engineer In Training	\$ 65.00-80.00/hour
Engineering Technician	\$ 40.00-48.00/hour
CAD Operator	\$ 40.00-55.00/hour
Secretary	\$ 40.00-45.00/hour
2 Man Field Crew	\$130.00-170.00/hour
3 Man Field Crew	\$140.00-210.00/hour
Computer	\$ 50.00/hour
EDM Equipment	\$100.00/day
Global Positioning System Equipment	\$200.00/day
Drill Rig	\$ 85.00-\$150.00/hour
Large Format Copies	\$ 3.50-\$ 5.50 each
Photocopies	\$ 0.20 each
Travel	\$ 0.45/mile

NOTES

1. The exact rate for field crew depends upon the composition of the crew involved.
2. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
3. Overtime charges at 1.4 times above rates.

Other Offices
Jefferson City, Missouri • Sedalia, Missouri

Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors
Analytical and Materials Laboratories

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January 1, 2007
Page 1 of 5

SCHEDULE OF LABORATORY TESTING FEES

WASTEWATER AND WATER ANALYSIS

UNIT PRICE

Biochemical Oxygen Demand (5-day BOD)	\$ 35.00
Chemical Oxygen Demand (COD)	32.00
Fecal Coliform Bacteria	26.00
Total Coliform Bacteria	54.00
Dissolved Oxygen (DO)	13.00
Hydrogen Sulfide	13.00
Total Solids (Residue/Matter)	13.00
Total Filterable (Dissolved)	13.00
Total Nonfilterable (Suspended)	13.00
Total Volatile	13.00
Settleable	13.00
pH	6.00
Acidity	11.00
Alkalinity	11.00
Bicarbonate Alkalinity	11.00
Carbonate Alkalinity	11.00
Phenolphthalein	11.00
Carbonate Hardness	18.00
Noncarbonate Hardness	19.00
Conductivity	8.00
Grease & Oil, infrared	34.00
Grease & Oil, Soxhlet	64.00
Turbidity	11.00
Specific Gravity	13.00
"NO DISCHARGE" NPDES Report	32.00
Sample Preparation, when required Two Hour Minimum	Hourly

SCHEDULE OF LABORATORY TESTING FEES

ANALYSIS FOR ELEMENTS & METALS

	<u>UNIT PRICE</u>		<u>UNIT PRICE</u>
Aluminum	\$ 15.00	Nickel (Ni)	\$ 15.00
Antimony (Sb)	28.00	Nitrogen (N)	
Arsenic (As)	29.00	Ammonia (NH4)	17.00
		Nitrate (NO3)	17.00
Barium (Ba)	15.00	Nitrite (NO2)	17.00
Beryllium (Be)	21.00	Kjeldahl	29.00
Bismuth (Bi)	29.00	Organic	29.00
Boron (B)	21.00		
		Phenols	55.00
Cadmium (Cd)	15.00	Phosphate, Ortho	21.00
Calcium (Ca)	15.00	Phosphorous, Total	21.00
Carbon, Organic (TOC)	32.00	Potassium (K)	15.00
Chloride (Cl)	16.00		
Chlorine, Demand	30.00	Selenium (Se)	29.00
Chlorine, Residual	17.00	Silicon (Si)	17.00
Chromium (Cr)	15.00	Silver (Ag)	15.00
Chromium, Hex.(Cr-VI)	18.00	Sodium (Na)	15.00
Cobalt (Co)	15.00	Sulfate (SO4)	16.00
Copper (Cu)	15.00	Sulfide (S)	16.00
Cyanide (Cn)	36.00	Sulfite (SO3)	16.00
Cyanide, ATC (Cn)	21.00		
		Thallium (Tl)	29.00
Fluoride (F)	22.00	Tin (Sn)	29.00
		Titanium (Ti)	22.00
Iodine (I)	21.00		
Iron (Fe)	15.00	Vanadium (V)	29.00
		Zinc (Zn)	15.00
Lead (Pb)	15.00		
Lithium (Li)	29.00	Sample preparation	
		when required	Hourly
Magnesium (Mg)	15.00		
Manganese (Mn)	15.00	Two Hour Minimum	
Mercury (Hg)	32.00		
Molybdenum (Mo)	15.00		

All metals shown are quoted per analysis for "dissolved" concentration using flame AA.

- Analysis for "total" metal concentration will be performed for an additional cost of \$10.00 per sample.

- Low level analysis by Graphite Furnace AA will be performed at a cost of \$35.00 per metal on each sample.

SCHEDULE OF LABORATORY TESTING FEES

<u>ORGANIC ANALYSIS</u>	<u>UNIT PRICE</u>
Pesticides	\$165.00
Herbicides	205.00
Polychlorinated Biphenyls (PCB)	
In Water	160.00
In Transformer Oil	160.00
In Tissue	160.00
In Sediment/Soil	160.00
Trihalomethanes	130.00
Total Organic Halides	75.00
Volatile Organic Compounds (VOC)	260.00
BTEX (Benzene, Toluene, Ethylbenzene, Xylene)	88.00
Total Petroleum Hydrocarbons - Diesel Range	160.00
Total Petroleum Hydrocarbons - Gasoline Range	90.00
 <u>HAZARDOUS WASTE ANALYSIS</u>	
Toxicity Characteristic Leaching Procedure (TCLP)	
Metals Extraction	175.00
ZHE Volatiles, Semivolatiles, Pesticides, Herbicides	340.00
Ignitability (Flashpoint)	55.00
Reactivity	65.00
Paint Filter Test	27.00
 Sample Preparation when Required	Hourly
Two Hour Minimum	

SCHEDULE OF LABORATORY TESTING FEES

CONCRETE

UNIT PRICE

*Cylinder-compressive strength	13.50
Cylinder molds, each	1.00
Mix Design	By Quote
Slump, Air Content & Cylinders	Hourly
Core Drilling and Testing	By Quote
Special handling of cores or irregular size specimens	Hourly

AGGREGATE

Sieve Analysis, dry	45.00
Sieve Analysis, wet	65.00
Materials finer than #200 sieve by washing	40.00
Specific gravity & absorption	55.00
Unit weight	35.00
Organic impurities in fine aggregate (colorimetric)	30.00
Lightweight pieces (coal & lignite)	50.00
Clay lumps & Friable Particles	60.00
Chert content of coarse aggregate	40.00
Thin or Elongated Pieces in coarse aggregate	40.00
Soundness by Sodium or Magnesium Sulfate (5 cycle)	195.00
Freeze-Thaw	155.00
Los Angeles Abrasion of coarse aggregate	150.00

ASPHALT

Density and Stability (1 sample)	50.00
Density and Stability (3 samples)	72.00
Extraction Test for Oil	65.00
Sieve Analysis of Extracted Aggregates	55.00

STRUCTURAL STEEL

Magnetic Particle, Tensile Bolt, and Welded Stud Testing	Hourly
Ultra-Sonic Weld Testing Equipment	150.00 per day

Two Hour Minimum Charge.

*Cylinder pickup included in Columbia and Jefferson City.

SCHEDULE OF LABORATORY TESTING FEES

<u>SOIL</u>	<u>UNIT PRICE</u>
Classification Tests:	
Moisture Content	\$8.00
Particle-Size Analysis, wet sieve	65.00
Particle-Size Analysis, hydrometer	75.00
Material finer than #200 sieve	35.00
Specific Gravity	60.00
Atterberg Limits (LL, PL & PI)	50.00
Shrinkage Limit	50.00
Dry Density of undisturbed sample	25.00
Shear Tests:	
Unconfined Compression (qu)	45.00
Triaxial (Q), multistage	270.00
Compressibility Tests:	
Consolidation	315.00
Swell	110.00
Compaction Tests:	
Standard Proctor	150.00
Modified Proctor	170.00
Field Density Testing-Sand Cone	Hourly
-Nuclear Meter	Hourly plus 10.00
California Bearing Ratio	110.00
Permeability	
-Flexible Wall Permeability	285.00
Drilling and Sampling:	
Equipment and Crew	By Quote
3" Diameter Shelby Tubes	16.00
Sample Jars	2.00
Sample Preparation, when required	Hourly
Two Hour Minimum Charge.	

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11 day of January, 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Trabue, Hansen & Hinshaw, Inc. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

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1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

TRABUE, HANSEN & HINSHAW, INC.

By [Signature]

Title PRINCIPAL

Dated: 12-19-2006

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 1/11/07

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature] 1/3/07
Director, Boone County Public Works

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.
No encumbrance required 1/4/07
Auditor [Signature] Date
Jan + Supply 2045-71101

1901 Pennsylvania
Columbia, MO 65202

2007 RATE SCHEDULE (hourly rates)

P1	Principal	\$140.00
E5	Engineer 5	\$125.00
E4	Engineer 4	\$110.00
E3	Engineer 3	\$95.00
E2	Engineer 2	\$85.00
E1	Engineer 1	\$70.00
PLS2	Professional Land Surveyor 2	\$88.00
PLS1	Professional Land Surveyor 2	\$70.00
T5	Technician 5	\$70.00
T4	Technician 4	\$60.00
T3	Technician 3	\$50.00
T2	Technician 2	\$43.00
T1	Technician 1	\$36.00
C1	Administrative	\$42.00

REIMBURSABLE EXPENSES

Mileage	IRS rate (currently \$0.445)
Large Format Copies	\$1.50
Xerox Copies (8 1/2 x 11)	\$0.08
Xerox Copies (11 x 17)	\$0.15
Other Reimbursables	cost + 10%
Consultants	cost + 10%

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11 day of January, 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Mitzel and Associates (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

MITZEL AND ASSOCIATES
By [Signature]

BOONE COUNTY, MISSOURI
By [Signature]

Title PRESIDENT

Presiding Commissioner

Dated: 12-18-06

Dated: 1/11/07

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Attorney

[Signature]
County Clerk

APPROVED:
[Signature] 1/3/07
Director, Boone County Public Works

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.
No encumbrance required 1/4/07
Auditor by cg Date
Term + Supply 2045-71101

Prime A/E Firm: MITZEL + ASSOCIATES, INC.

2007 HOURLY RATES

<u>Discipline</u>	<u>Hourly Rates</u>
Principal	\$105.00
Project Manager	\$ 95.00
Architect	\$ 95.00
Architect, Jr.	\$ 75.00
Civil Engineer	\$ 95.00
Electrical Engineer	\$ 95.00
Electrical Engineer, Jr.	\$ 75.00
Mechanical Engineer	\$ 95.00
Mechanical Engineer, Jr.	\$ 75.00
Structural Engineer	\$ 95.00
Structural Engineer, Jr.	\$ 75.00
Draftsperson-CADD	\$ 65.00
Cost Estimator	\$ 95.00
Specification Writer	\$ 95.00
Construction Inspector	\$ 85.00
Roofing Consultant	\$ 85.00
Clerk/Typist	\$ 65.00

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11 day of January 2007, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Poepping, Stone, Bach & Associates, Inc. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.


11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

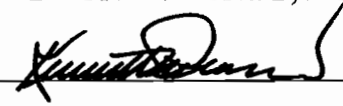
12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

POEPPING, STONE, BACH & ASSOCIATES, INC. BOONE COUNTY, MISSOURI

By 
Charles S. Bach Jr., P.E., S.E.

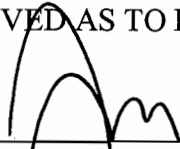
By 
Presiding Commissioner

Title Executive V.P.

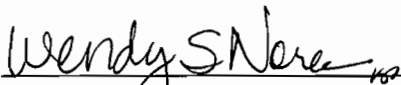
Dated: 12-22-06

Dated: 1/11/07

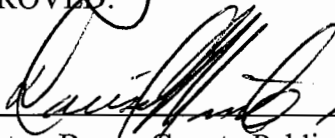
APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:

 1/13/07
Director, Boone County Public Works

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.

No encumbrance required 1/4/07

Auditor by cgy Date 1/13/07
Sum + Supply 2045-71101



PEPPING, STONE, BACH & ASSOCIATES, INC.

ARCHITECTS • ENGINEERS • GIS • PLANNERS • SURVEYORS

PROFESSIONAL FEE SCHEDULE

<u>CLASSIFICATION</u>		<u>RATE PER HOUR</u>
14.	ADMINISTRATIVE	\$46.00
13E/13A.	ENGINEERING/ARCHITECTURAL AID	\$62.00
12E/12A.	ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN I	\$84.00
11E/11A.	ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN II	\$96.00
10E/10A.	SENIOR ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN/S.I.T.	\$104.00
9.	SUPERVISING TECHNICIAN	\$114.00
8.	LAND SURVEYOR	\$115.00
7E/7A.	ENGINEER/ARCHITECT/GIS SPECIALIST I	\$112.00
6E/6A.	ENGINEER/ARCHITECT/GIS SPECIALIST II	\$126.00
5E/5A.	ENGINEER/ARCHITECT/GIS SPECIALIST III	\$132.00
4E/4A.	ASSOCIATE ENGINEER/ASSOCIATE ARCHITECT	\$138.00
3E/3A.	PROJECT ENGINEER/PROJECT ARCHITECT	\$146.00
2.	PROJECT MANAGER	\$152.00
1.	PRINCIPAL OF FIRM	\$168.00

OUT-OF-POCKET EXPENSES

PHONE CALLS, MEALS AND LODGING	COST
BLUEPRINTS, AERIAL PHOTOS, PHOTOCOPIES	COST + 15%
MILEAGE	\$0.485 PER MILE

FIELD PARTY EXTRAS

STAKES, IRON PINS, CONCRETE MONUMENTS, ETC	COST + 15%
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SPECIAL ITEMS

COMPRESSIVE STRENGTH TESTING OF CONCRETE CYLINDERS/EACH	\$23.00
COMPUTER TIME/HOUR	\$15.00
COURT TESTIMONY BY LICENSED PROFESSIONALS	\$1800 PER DAY
SPECIAL CONSULTANTS	COST + 15%
COMPUTERIZED RENDERING AND ANIMATION	\$92/HOUR

THESE RATES EFFECTIVE UNTIL DECEMBER 31, 2007

<input type="checkbox"/> 100 SOUTH 54TH STREET	P.O. BOX 709	• QUINCY, IL 62306	• PHONE 217/223-4605	• FAX 217/223-1546
<input type="checkbox"/> 3523 MAIN STREET	P.O. BOX 817	• KEOKUK, IA 52632	• PHONE 319/524-8730	• FAX 319/524-7720
<input type="checkbox"/> U.S. FEDERAL BUILDING	SUITE 224			
801 BROADWAY	P.O. BOX 190	• HANNIBAL, MO 63401	• PHONE 573/406-0541	• FAX 573/406-0390

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