

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 07

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

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

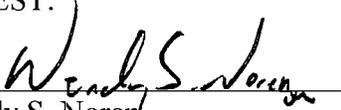
Now on this day the County Commission of the County of Boone does hereby award bid 94-27NOV07 – Ammunition Term and Supply by line item as follows:

- 4.7.1. – Gulf States Distributors
- 4.8.1. – Gil Hebard
- 4.9.1. and 4.9.2. – no award, no vendors bid
- 4.9.3. – Gil Hebard
- 4.9.4. – Gil Hebard
- 4.9.5. – Gil Hebard
- 4.9.6. – Gil Hebard
- 4.10.1. – Gulf States Distributors
- 4.10.2. – Gulf States Distributors

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

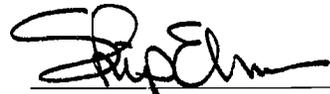
Done this 11th day of December, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
AMMUNITION TERM AND SUPPLY**

THIS AGREEMENT dated the 11th day of December 2007 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 **Ammunition**, bid number **94-27NOV07** 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 November 12, 2007 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. **Contract Duration** - This agreement shall commence on **January 1, 2008 and extend through December 31, 2008** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:
 - Item 4.7.1. – CTS Super Sock 12 Gauge
 - Item 4.10.1. - .45 Caliber 230 Grain
 - Item 4.10.2. – 9mm 124 Grain

4. **Delivery** - Contractor agrees to deliver the ammunition detailed in 4.7.1. within 30 days and the ammunition detailed in 4.10.1. and 4.10.2 within 150 days.

5. **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.

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

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

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

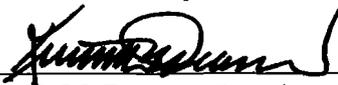
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

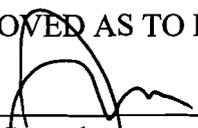
GULF STATES DISTRIBUTORS, INC.

by 
title Pres

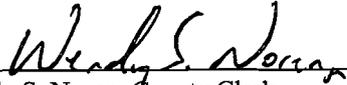
BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


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.)

No Encumbrance Required Kf 12/4/07 1251/1255/2901-23200- Term & Supply
Signature Date Appropriation Account

return with orig BID



BOONE COUNTY, MISSOURI
Request for Bid #: 94-27NOV07 - Ammunition Term and Supply

ADDENDUM #1 - Issued November 15, 2007

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

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

- I. Clarification to paragraph 4.9.6.
 - a. TBTL - Trophy Bonded Tactical Load
 - b. 165 grain Tactical Load
 - c. For information purpose, the federal number is "LE308T1"

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 94-27NOV07 - Ammunition Term and Supply, receipt of which is hereby acknowledged:

Company Name: Gulf STATES DIST
 Address: 6060 E. SHIRLEY Ln
Montgomery AL 36117
 Phone Number: 800 223 7865 Fax Number: 334 279 9267
 Authorized Representative Signature: Charles L. Dees Date: 11-20-07
 Authorized Representative Printed Name: CHARLES L. DEES

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 9247
- 4.6. Federal Tax ID: 63-0803427
- 4.6.1. Corporation - AL
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

DELIVERY
DAYS ↓

30

70-120

150-180

150-180

150-180

150-180

150-180

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	\$2,675 ⁰⁰
4.8. Other Ammunition			
4.8.1. American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED) <u>AE9AP^{CLD} AE9DP</u>	\$146 ⁰⁰ per m	13,000	\$1,898
4.9. Factory Loads			
4.9.1. Remington Golden Saber, .45 Caliber 230 grain BJHP GSB45APB (NO SUBSTITUTIONS ALLOWED)	\$	1,000	\$ No Bid
4.9.2. Remington Golden Saber, 9mm 124 grain, BJHP GSB9MMD (NO SUBSTITUTIONS ALLOWED)	\$	1,000	\$ No Bid
4.9.3. American Eagle .223 62 grain (NO SUBSTITUTIONS ALLOWED) <u>LE 223 62</u>	\$170 ⁶³ per 500	20,000	\$6,825 ²⁰
4.9.4. Federal .223 62 grain tactical bonded (NO SUBSTITUTIONS ALLOWED) <u>LE 223 62</u>	\$235 ⁰⁰ per 200	2,000	\$2,350
4.9.5. Federal .223 55 grain tactical bonded (NO SUBSTITUTIONS ALLOWED) <u>LE 223 55</u>	\$235 ⁰⁰ per 200	2,000	\$2,350
4.9.6. .308 Federal 165 grain tactical rounds TBTL (NO SUBSTITUTIONS ALLOWED) <u>LE 308 T1</u>	\$249 ⁰⁰ per 200	3,000	\$3,735 ⁰⁰
4.9.7. Sub-Total of Factory Loads (4.9.1.-4.9.6.)			\$19,833 ²⁰
4.10. Reloads (to be used as practice ammunition)			
4.10.1. .45 Caliber 230 grain. Equivalent to Remington Golden Saber BJHP	\$237 ⁰⁰ per m	10,000	\$2,370

DELIVERY
DAYS

120-150

4.10.2.	GSB45APB 9mm 124 grain. Equivalent to Remington Golden Saber BJHP GSB9MMD <i>F. & W. W. AEGAR</i>	<i>501</i> \$154 per M	7,000	\$ 1,078
4.10.3.	Sub-Total for Reloads (4.10.1-4.10.2.)			\$ 3,448.00
4.11.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.7. + 4.10.3.)			\$ 23,281 ²⁰

4.12. Maximum Percentage Increase for N/A % 2nd Year N/A % 3rd Year 7

4.13. Minimum Quantity for Order: 1 CASE Rounds Per Type

4.14. Delivery after Receipt of Order: See EA. LINE Days
ITEM

*CANNOT QUOTE
FUTURE PRICE
INCREASE*

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 Date: 11-12-07

4.16.2. Print Name and Title of Authorized Representative

CHARLES L. DEES / PRES. Date: 11-12-07



Request for Bid (Bid)

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

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

Bid Data

Bid Number: **94-27NOV07**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, NOVEMBER 27, 2007**
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 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: **TUESDAY, NOVEMBER 27, 2007**
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, 2008 through December 31, 2008, 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, 2008 through December 31, 2008**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the 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 deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. 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** – Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone: (573) 886-4391; Facsimile (573) 886-4390 or email: mbobbitt@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** - Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>. Then select "Purchasing" along the left.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.



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

Standard Terms and Conditions

Melinda Bobbitt, CPPB, Director of Purchasing
Phone: (573) 886-4391 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. 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.



BOONE COUNTY, MISSOURI
Request for Bid #: 94-27NOV07 – Ammunition Term and Supply

ADDENDUM #1 - Issued November 15, 2007

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

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I. Clarification to paragraph 4.9.6.

- a.** TBTL – Trophy Bonded Tactical Load
- b.** 165 grain Tactical Load
- c.** For information purpose, the federal number is "LE308T1"

By: _____

Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 94-27NOV07 – *Ammunition Term and Supply*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Authorized Representative Signature: _____

Date: _____

Authorized Representative Printed Name: _____



Request for Bid (Bid)

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

Melinda Bobbitt, CPPB, Director of Purchasing
Phone: (573) 886-4391 Fax: (573) 886-4390
Email: mbobbitt@boonecountymmo.org

Bid Data

Bid Number: 94-27NOV07
Commodity Title: Ammunition Term and Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY, NOVEMBER 27, 2007
Time: 10:30 A.M. (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 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: TUESDAY, NOVEMBER 27, 2007
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, 2008 through December 31, 2008, 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, 2008 through December 31, 2008**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the 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 deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. 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** – Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone: (573) 886-4391; Facsimile (573) 886-4390 or email: mbobbitt@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** - Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>. Then select "Purchasing" along the left.
- 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	\$
4.9.	Factory Loads			
4.9.1.	Remington Golden Saber, .45 Caliber 230 grain BJHP GSB45APB (NO SUBSTITUTIONS ALLOWED)	\$	1,000	\$
4.9.2.	Remington Golden Saber, 9mm 124 grain, BJHP GSB9MMD (NO SUBSTITUTIONS ALLOWED)	\$	1,000	\$
4.9.3.	American Eagle .223 62 grain (NO SUBSTITUTIONS ALLOWED)	\$	20,000	\$
4.9.4.	Federal .223 62 grain tactical bonded (NO SUBSTITUTIONS ALLOWED)	\$	2,000	\$
4.9.5.	Federal .223 55 grain tactical bonded (NO SUBSTITUTIONS ALLOWED)	\$	2,000	\$
4.9.6.	.308 Federal 165 grain tactical rounds TBTL (NO SUBSTITUTIONS ALLOWED)	\$	3,000	\$
4.9.7.	Sub-Total of Factory Loads (4.9.1.-4.9.6.)			\$
4.10.	Reloads (to be used as practice ammunition)			
4.10.1.	.45 Caliber 230 grain. Equivalent to Remington Golden Saber BJHP	\$	10,000	\$

	GSB45APB			
4.10.2.	9mm 124 grain. Equivalent to Remington Golden Saber BJHP GSB9MMD	\$	7,000	\$
4.10.3.	Sub-Total for Reloads (4.10.1–4.10.2.)			\$
4.11.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.7. + 4.10.3.)			\$

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 208
Columbia, MO 65201

Standard Terms and Conditions

Melinda Bobbitt, CPPB, Director of Purchasing
Phone: (573) 886-4391 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. 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.



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

"No Bid" Response Form

Melinda Bobbitt, CPPB, Director of Purchasing
(573) 886-4391 – 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: 94-27NOV07 - 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 11th day of December 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Gil Hebard Guns, 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 Ammunition, bid number **94-27NOV07** 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 November 20, 2007 and executed by Kathy Roche, 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. **Contract Duration** - This agreement shall commence on **January 1, 2008 and extend through December 31, 2008** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:
 - Item 4.8.1. – American Eagle 9mm, 115 grain ball FMJ
 - Item 4.9.3. – American Eagle .223 62 grain
 - Item 4.9.4. - Federal .223 62 grain, tactile bonded
 - Item 4.9.5. - Federal .223 55 grain, tactile bonded
 - Item 4.9.6. - .308 Federal 165 grain tactical rounds TBTL
4. **Delivery** - Contractor agrees to deliver the ammunition within 180 days after receipt of order.
5. **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.

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

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

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

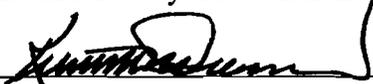
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

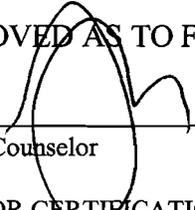
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

GIL HEBARD GUNS, INC.

BOONE COUNTY, MISSOURI

by 
title G.B. Hebard - CEO

by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

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.)

No Encumbrance Required KJH 12/4/07 1251/1255/2901-23200- Term & Supply
Signature Date Appropriation Account



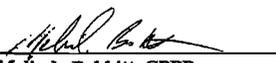
BOONE COUNTY, MISSOURI
Request for Bid #: 94-27NOV07 – Ammunition Term and Supply

ADDENDUM #1 - Issued November 15, 2007

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

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

- I. **Clarification to paragraph 4.9.6.**
 - a. TBTL – Trophy Bonded Tactical Load
 - b. 165 grain Tactical Load
 - c. For information purpose, the federal number is "LE308T1"

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 94-27NOV07 – *Ammunition Term and Supply*, receipt of which is hereby acknowledged:

Company Name: GIL HEBARD GUNS Inc
Address: 125 Public Sq PO Box 3
KNOXVILLE TN 61448-0003

Phone Number: 309 289-2700 Fax Number: 309 289-2233

Authorized Representative Signature: Kathy Roche Date: 11/20/07

Authorized Representative Printed Name: Kathy Roche

4. Response Form

- 4.1. Company Name: GIL HEBARD GUNS Inc
- 4.2. Address: 125 PUBLIC SQUARE PO BOX 3
- 4.3. City/Zip: KNOXVILLE IL 61448-0003
- 4.4. Phone Number: 309 289-2700
- 4.5. Fax Number: 309 289-2233
- 4.6. Federal Tax ID: 37-1384267
- 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	\$ NO BID
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED) Federal AE9DP	.1458/rd \$ 145.80/M	13,000	\$ 1,895.40
4.9.	Factory Loads			
4.9.1.	Remington Golden Saber, .45 Caliber 230 grain BJHP GSB45APB (NO SUBSTITUTIONS ALLOWED)	\$	1,000	\$ NO BID
4.9.2.	Remington Golden Saber, 9mm 124 grain, BJHP GSB9MMD (NO SUBSTITUTIONS ALLOWED)	\$	1,000	\$ NO BID
4.9.3.	American Eagle .223 62 grain (NO SUBSTITUTIONS ALLOWED) AE223N	.3412/rd \$ 170.60/500	20,000	\$ 6,824.00
LE223T3	Federal .223 62 grain tactical bonded (NO SUBSTITUTIONS ALLOWED)	1.17/rd \$ 234/200	2,000	\$ 2,340.00
LE223T1	Federal .223 55 grain tactical bonded (NO SUBSTITUTIONS ALLOWED)	1.17/rd \$ 234.00/200	2,000	\$ 2,340.00
LE308T1	.308 Federal 165 grain tactical rounds TBTL (NO SUBSTITUTIONS ALLOWED)	1.241/rd \$ 248.20/200	3,000	\$ 3,723.00
4.9.6.	Sub-Total of Factory Loads (4.9.1.-4.9.6.)			\$ 15,227.00
4.10.	Reloads (to be used as practice ammunition)			
4.10.1.	.45 Caliber 230 grain. Equivalent to Remington Golden Saber BJHP	\$	10,000	\$ NO BID

Note we have listed Federal stock numbers above, and are quoting the Federal loads you requested. Our unit price is by round and by case quantities.

4.10.2.	GSB45APB 9mm 124 grain. Equivalent to Remington Golden Saber BJHP GSB9MMD	\$	7,000	\$ NO BID
4.10.3.	Sub-Total for Reloads (4.10.1-4.10.2.)			\$ NO BID
4.11.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.7. + 4.10.3.)			\$17,122.40 <i>per</i>

- 4.12. **Maximum Percentage Increase for** SEE BELOW % 2nd Year SEE BELOW % 3rd Year
- 4.13. **Minimum Quantity for Order:** **Rounds Per Type** full case quantities
AE9DP, 1,000 rds - AE223N-500 rds - LE223&LE308-200 rounds
- 4.14. **Delivery after Receipt of Order:** see below 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? x 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: 11/20/07

4.16.2. Print Name and Title of Authorized Representative
Kathy Roche - Executive Secretary Date: 11/20/07

Federal Cartridge Company, at this time, will not allow automatic renewals at the end of the contract period (one year), nor will they allow month by month extensions up to 6 months. Due to the unstable commodity market, Federal is unable to forecast percentage of increase at the end of the contract period. At the end of the contract period, we would have to check with Federal Cartridge Co to determine if there would be a price increase, and if so at what percentage.

Also, due the current war and an unusually high demand for ammunition from law enforcement over the past year, Federal will not quote definite delivery dates as this can change daily as new orders are received and production dates can change.

At this time, Federal is quoting approx. 30 days delivery on AE9DP, 6 months on .223 and .308. At the time an order is placed, we can get an updated delivery quote from the factory.

We hope you understand that these terms and price extensions are beyond our control.



Request for Bid (Bid)

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

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

Bid Data

Bid Number: **94-27NOV07**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, NOVEMBER 27, 2007**
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 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: **TUESDAY, NOVEMBER 27, 2007**
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, 2008 through December 31, 2008, 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.

NOTE: At this time Federal Cartridge Co. is not allowing any automatic renewals beyond the original one year period. Renewals must be mutually agreed upon.

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, 2008 through December 31, 2008**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
 - 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the 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 deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. 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

SEE NOTE ON PAGE 2, I.G

SEE NOTE ON PAGE 2, I.G

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** – Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone: (573) 886-4391; Facsimile (573) 886-4390 or email: mboobbitt@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** - Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>. Then select "Purchasing" along the left.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.



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

Standard Terms and Conditions

Melinda Bobbitt, CPPB, Director of Purchasing
Phone: (573) 886-4391 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. 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.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 07

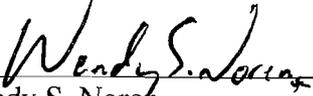
In the County Commission of said county, on the 11th day of December 20 07

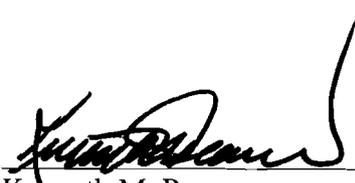
the following, among other proceedings, were had, viz:

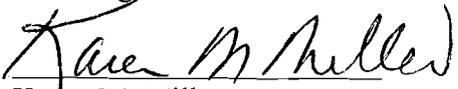
Now on this day the County Commission of the County of Boone does hereby approve the acceptance of the award for the Stop Violence Against Women Grant Program in the amount of \$64,252.42.

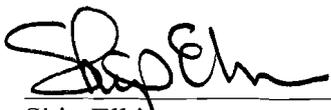
Done this 11th day of December, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

From: Bonnie Adkins
To: Elkin, Skip; Karen Miller; Pearson, Ken
Date: 12/6/2007 2:03 PM
Subject: STOP Violence Against Women Grant Award

CC: Knight, Daniel; Pitchford, June

The Boone County Prosecuting Attorney's office received a tentative award letter from the Missouri Department of Public Safety for our Domestic Violence Enforcement Unit in the amount of \$64,252.42. Our original request was for \$67,725.00, a difference of \$3472.58. This year the Department of Public Safety received requests in excess of \$3.3 million dollars and is only able to fund a little over \$2.1 million. Every program that received an award took a cut in funding over the current year, including the Boone County Sheriff's Department, the Columbia Police Department and The Shelter, our other DOVE Unit members.

Boone County has been receiving funds from the Department of Public Safety for our Domestic Violence Enforcement Unit since 1998 and over the past 10 years we have served over 10,000 victims of domestic violence in Boone County. This is a vital program that enables the DOVE Unit to be of service to our community.

I respectfully request your approval to accept this award in the amount of \$64,252.42. The local match of \$21,417.47 is derived from the general fund. The grant funds will be used toward the salary and FICA for two assistant prosecuting attorneys dedicated to domestic violence against women in Boone County.

The deadline for acceptance is Friday, December 14th. I would welcome the opportunity to speak to you before the Commission Meeting on Tuesday, December 11th.

Thank you for your consideration of this request.

This email may contain confidential and/or privileged information. If you are not the intended recipient (or have received this email in error), please notify the sender immediately and destroy this email. Any unauthorized copying, disclosure, or distribution of the material in this email is strictly forbidden.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 07

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

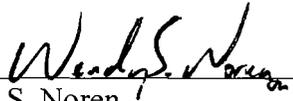
the following, among other proceedings, were had, viz:

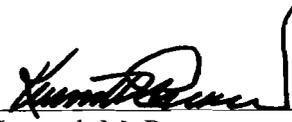
Now on this day the County Commission of the County of Boone does herby accept the Road and Bridge Advisory Committee Recommendation of Variance Requests:

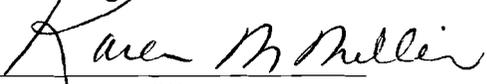
For Trade Winds Park, Plat 2, Lots 5 and 6. Road Regulations, Appendix A, Table A, Note 2 provided that acceptable locations for driveways which comply with the conditions for Commercial/Industrial entrances as shown in Drawing 410.01A are shown on the construction plans as well as grading for future sidewalks on corner lots and that it is also noted on the construction plans that the builder shall obtain a permit and build the driveways and sidewalks at builder's expense as lots are developed.

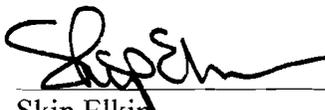
Done this 11th day of December, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 07

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

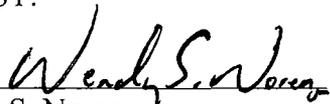
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

Department	Account	Department Name	Account Name	Decrease	Increase
2040	86800	Maintenance Op	Emergency	\$11,000	
2048	71018	PW Deductibles	Other Claims Deduct		\$11,000

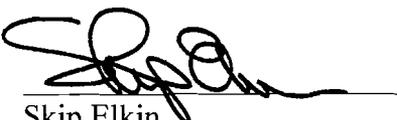
Done this 11th day of December, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 07

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

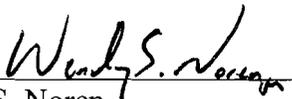
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

Department	Account	Department Name	Account Name	Decrease	Increase
2540	71101	Civil Process	Professional Services		\$1,250.00

Done this 11th day of December, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 07

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

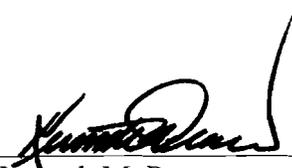
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the consulting engagement agreement with Turn-Key Mobile, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

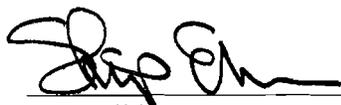
Done this 11th day of December, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 07

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

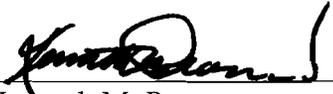
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby acknowledge and accept the donation of a building and components by Billy G. and Glenda I. Sapp to Boone County for relocation to the Boone County Fairgrounds.

Done this 11th day of December, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

*To skip ELKIN
per our discussion
Don Stamps*

Glenda Sapp

From: Lance Weiss [lgweiss@sfcocpa.com]
Sent: Wednesday, November 21, 2007 6:55 AM
To: Glenda Sapp
Subject: Form for Donation & Golf Course Allocations

Glenda,

Attached is the form that you and Billy need to have signed to evidence the donation of the property donated to the Boone County Fairgrounds. It needs to be signed by the appraiser and by someone at the Fairgrounds acknowledging receipt. They also both need to write their federal ID numbers in the box near their signatures.

Do you or Billy know if the Fairgrounds is planning on using, or selling the donated property? If they plan on selling the property, we need to nail down the cost of the property. I have \$300,000 down as the "cost" which will not come into play if they use the property, but will if they sell it.

The Fairgrounds need to acknowledge receipt of the property on or before December 22nd. I put a December 15th date on the form, but they can change that if they'd like to.

I'd like to come down sometime the week of December 3rd to go over the cost allocations for the golf course with Billy and Jeff. Tuesday the 4th is a good day for me, but let me know what is best for all of you.

Please call with any questions.

Thanks,

Lance

CIRCULAR 230 DISCLOSURE

To ensure compliance with requirements imposed by the IRS, we are required to inform you that any U.S. federal tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, for the purpose of 1) avoiding penalties under the Internal Revenue Code or 2) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

Form 8283 (Rev 12-2006)

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Name(s) shown on your income tax return **BILLY G. AND GLENDA I. SAPP** Identifying number **499-48-9325**

Section B. Donated Property Over \$5,000 (Except Certain Publicly Traded Securities) – List in this section only items (or groups of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of certain publicly traded securities reported in Section A). An appraisal is generally required for property listed in Section B (see instructions).

Information on Donated Property – To be completed by the taxpayer and/or the appraiser.

- 4 Check the box that describes the type of property donated:
- Art* (contribution of \$20,000 or more)
 - Art* (contribution of less than \$20,000)
 - Collectibles**
 - Qualified Conservation Contribution
 - Other Real Estate
 - Intellectual Property
 - Equipment
 - Securities
 - Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.
 **Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.
 Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

5 (a)	Description of donated property (if you need more space, attach a separate statement)	(b)	If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c)	Appraised fair market value
A	BUILDING COMPONENTS	EXCELLENT		410,000.	
B					
C					
D					

See instructions											
(d)	Date acquired by donor (mo. yr)	(e)	How acquired by donor	(f)	Donor's cost or adjusted basis	(g)	For bargain sales, enter amount received	(h)	Amount claimed as a deduction	(i)	Average trading price of securities
A	VARIOUS	PURCHASE		300,000.							
B											
C											
D											

Taxpayer (Donor) Statement – List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item).
 Enter identifying letter from Part I and describe the specific item. (See instructions).

Signature of taxpayer (donor) _____ Date _____

Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I hold myself out to the public as an appraiser or perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that a substantial or gross valuation misstatement resulting from the appraisal of the value of the property that I know, or reasonably should know, would be used in connection with a return or claim for refund, may subject me to the penalty under section 6695A. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here _____ Signature _____ Title _____ Date _____

Business address (including room or suite no.) **2100 E. BROADWAY, SUITE 208** Identifying number _____
 City or town **COLUMBIA, MO 65201** State ZIP code _____

Donee Acknowledgment – To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date **12/15/07**

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? Yes No

Name of charitable organization (donee) **Boone County, Missouri, a political subdivision of the state of Missouri, c/o Boone County Commission** Employer identification number **43-6000349**

Address (number, street and room or suite no.) **801 EAST WALNUT** City or town **COLUMBIA, MO 65201** State ZIP code _____

Authorized signature _____ Title **PRESIDENT** Date **12/14/07**