

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

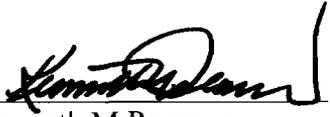
Term. 2007

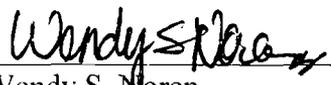
In the County Commission of said county, on the 8th day of March 20 07

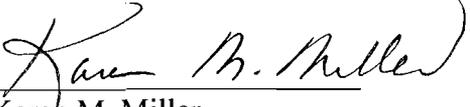
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Federal Annual Certification Report for the US Department of Justice and US Department of Treasury.

Done this 8th day of March, 2007.


Kenneth M. Pearson
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

42-2007



Federal Annual Certification Report

This report must be submitted within 60 days after the close of your fiscal year to the:

Asset Forfeiture and Money Laundering Section
U.S. Department of Justice
10th and Constitution Avenue, NW
Bond Building, 10th Floor
Washington, DC 20530
Fax: (202) 616-1344
E-mail address: afmls.aca@usdoj.gov

Executive Office for Asset Forfeiture
U.S. Department of the Treasury
740 15th Street, NW
Suite 700
Washington, DC 20220
Fax: (202) 622-9610
E-mail address: treas.aca@eoaf.treas.gov



Law Enforcement Agency: Boone County Sheriff's Department

Police Department Sheriff's Office/Department Task Force (attach list of members) Prosecutor's Office Other _____

Contact Person: Captain Beverly Braun E-mail Address: bbraun@boonecountymtmo.org

Mailing Address: (Street) 2121 County Driver (City) Columbia (State) MO (Zip Code) 65202

Telephone Number: (573) 875-1111 Direct line - 573-876-6101 Fax Number: (573) 874-8953

Agency Fiscal Year Ends on: (Month/Day/Year) 12/31/06 NCIC/ORI/Tracking No.: MO 0100000

Summary of Equitable Sharing Activity (Fiscal Year Ending 2006)

	Justice Funds (DEA, FBI, etc) ¹	Treasury Funds (IRS, ICE, etc) ²
1. Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY) ..	\$ 39,297.89	\$ 56,147.59
2. Federal Sharing Funds Received from the Department of Justice and the Department of the Treasury	\$ _____	\$ _____
3. Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete attachment)	\$ _____	\$ _____
4. Other Income	\$ _____	\$ _____
5. Interest Income Accrued (<input type="checkbox"/> check if non-interest-bearing account)	\$ 1,845.41	\$ 2,655.59
6. Total Equitable Sharing Funds (total of lines 1 - 5)	\$ 41,143.30	\$ 58,803.18
7. Federal Sharing Funds Spent (total of lines a - n)	\$ (_____)	\$ (5,457.52)
8. Ending Equitable Sharing Fund Balance (subtract line 7 from line 6)	\$ 41,143.30	\$ 53,345.66
9. Appraised Value of Other Assets Received	\$ _____	\$ _____

Summary of Shared Monies Spent

a. Total spent on salaries for new, temporary, not to exceed 1-year employees	\$ _____	\$ 0.
b. Total spent on overtime	\$ _____	\$ 2,613.00
c. Total spent on informant and "buy money"	\$ _____	\$ 0.
d. Total spent on travel and training	\$ _____	\$ 0.
e. Total spent on communications and computers	\$ _____	\$ 534.53
f. Total spent on firearms and weapons	\$ _____	\$ 0.
g. Total spent on body armor and protective gear	\$ _____	\$ 0.
h. Total spent on electronic surveillance equipment	\$ _____	\$ 410.00
i. Total spent on building and improvements	\$ _____	\$ 0.
j. Total spent on drug education and awareness programs	\$ _____	\$ 0.
k. Total spent on other law enforcement expenses (complete attachment)	\$ _____	\$ 1,899.99
l. Total transfers to other state and local law enforcement agencies (complete attachment)	\$ _____	\$ 0.
m. Total permissible use transfers (complete attachment)	\$ _____	\$ _____
Amount of line (m) used for drug abuse treatment and prevention programs	\$ _____	\$ _____
1. Total spent on matching grants (complete attachment)	\$ 0.	\$ 0.
2. Your agency's budget for current fiscal year	\$ 10,692,811.00	
3. Your jurisdiction's budget for current fiscal year	\$ 39,862,871.00	
4. Your agency's budget for prior fiscal year	\$ 10,468,766.00	
5. Your jurisdiction's budget for prior fiscal year	\$ 39,107,700.00	

Under the penalty of perjury, the undersigned hereby certify that the information in this report is an accurate accounting of funds received and spent by the law enforcement agency under the federal equitable sharing program during this reporting period.

Name (Print or Type) Dwayne Carey Date 2/27/07
Law Enforcement Agency Head
Signature: [Signature]
Title: Sheriff of Boone County

Name (Print or Type) Ken Pearson Date _____
Governing Body Head
Signature: [Signature]
Title: Presiding Commissioner of Boone County

This report is subject to the Freedom of Information Act and may be released under 5 U.S.C. § 552. See www.usdoj.gov/criminal/afmls.html or www.treas.gov/offices/enforcement/teof for additional forms.

Include under Justice funds shared cash, proceeds, and property received from the Drug Enforcement Administration (DEA), Federal Bureau of Investigation (FBI), U.S. Attorney's Office, U.S. Postal Inspection Service, Food and Drug Administration, and U.S. Department of Agriculture.

Include under Treasury funds shared cash, proceeds, and property received from the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)*, Internal Revenue Service (IRS), U.S. Immigration and Customs Enforcement (ICE), U.S. Customs and Border Protection, U.S. Secret Service, and U.S. Coast Guard.

*The Bureau of Alcohol, Tobacco, Firearms and Explosives is a component of the Department of Justice, but ATF's equitable sharing is currently processed by the Department of the Treasury. Until further notice, please deposit all equitably shared cash and proceeds from ATF in your agency's Treasury fund.

92-2007



Federal Annual Certification Report

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10th and Constitution Avenue, NW
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Police Department Sheriff's Office/Department Task Force (attach list of members) Prosecutor's Office Other

Contact Person: Captain Beverly Braun E-mail Address: bbraun@boonecountymo.org

Mailing Address: (Street) 2121 County Driver (City) Columbia (State) MO (Zip Code) 65202

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Name (Print or Type) Dwayne Carey Date 2/27/07
Law Enforcement Agency Head

Signature: [Signature]
Title: Sheriff of Boone County

Name (Print or Type) Ken Pearson Date _____
Governing Body Head

Signature: [Signature]
Title: Presiding Commissioner of Boone County

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April 2005

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STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

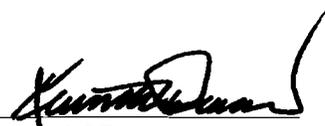
Term. 20 07

In the County Commission of said county, on the 8th day of March 20 07

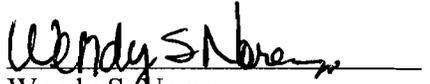
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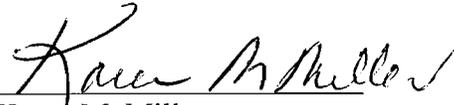
Now on this day the County Commission of the County of Boone does hereby approve the request to transfer above Authorized Transfer Salary for position number 708 – Investigator in the Sheriff’s Department.

Done this 8th day of March, 2007.


Kenneth M Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

94 -2007

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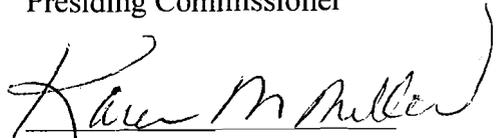
Now on this day the County Commission of the County of Boone does hereby award bid sole source #65-123106SS to CenturyTel for our (911) dispatch equipment located in Public Safety Joint Communication. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts

Done this 8th day of March, 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

**TELECOMMUNICATIONS EQUIPMENT
SALES AND INSTALLATION AGREEMENT**

CenturyTel of Missouri, Inc., ("CenturyTel"), agrees to sell and install, and Boone County Joint Communications, ("Customer"), agrees to purchase, the telecommunications equipment specified below ("Equipment"), in accordance with and subject to the terms and conditions of this Telecommunications Equipment Sales and Installation Agreement ("Agreement"), which is entered into by CenturyTel and Customer on February 8, 2007 **THIS AGREEMENT INCLUDES THE ADDITIONAL TERMS AND CONDITIONS ON PAGES 2 AND 3.**

EQUIPMENT: See Attachment A & B - Equipment Price

INSTALLATION LOCATION: 600 E. Walnut St. Columbia, MO. 65201
INSTALLATION DATE: To be determined

EQUIPMENT PRICE AND PAYMENT SCHEDULE: **\$17,908.00** for Sentinel Stats &
EQUIPMENT PRICE AND PAYMENT SCHEDULE: **\$12,526.00** for Se-Ali

Equipment, & Install

CenturyTel:
1151 CenturyTel Dr.
Wentzville, MO. 63385
Telephone: (636) 332-7330

Customer: County of Boone, Joint Communications
600 E. Walnut St.
Columbia, MO. 65201
Telephone: (573) 874-7400

Warranties and Disclaimers.

CenturyTel does not warrant that the operation of the Equipment will be uninterrupted or error free. **CENTURYTEL MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING THOSE OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE EQUIPMENT, AND CENTURYTEL EXPRESSLY DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES, ANY SUCH WARRANTIES.** Customer will be entitled to the benefit of any applicable manufacturer's warranties and, to the extent assignable, such warranties are hereby assigned by CenturyTel for the benefit of Customer and Customer shall take all reasonable action to enforce such warranties where available to Customer.

Limitation of Liability.

IN NO EVENT SHALL CENTURYTEL HAVE ANY LIABILITY FOR (I) ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER NEGLIGENCE (WHETHER ACTIVE OR PASSIVE), CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY, AND REGARDLESS OF WHETHER CENTURYTEL SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY AMOUNT THAT EXCEEDS THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT SPECIFIED ABOVE.

CENTURYTEL OF MO, INC.)

By: [Signature]
(signature)

Betty Reynolds
(printed name)

Title: Manager Business Deal

COUNTY OF BOONE, MISSOURI

By: [Signature]
(signature)

KENNETH M. PEARSON
(name printed)

Title: PRESIDENT COMMISSIONER

Approved as to Legal Form:
[Signature]
John Patton, Boone County Counselor

ATTEST
[Signature]
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

\$12,526 / 2020-91301; \$17,908 / 2020-91302

Signature June Pitchford by KF Date 2/28/2007 Appropriation Account +7837.00

**ADDITIONAL TERMS AND CONDITIONS
TELECOMMUNICATIONS EQUIPMENT SALES AND INSTALLATION AGREEMENT**

1. **Sales Price and Payment Terms.** CenturyTel's prices for the Equipment and installation are specified on Page 1. All charges shall be paid after the date of the invoice and in accordance with the payment schedule described on Page 1. Prices quoted in this Agreement shall be valid for ninety (90) days from the date this Agreement is signed by CenturyTel representatives and delivered to Customer, after which time prices for the Equipment may change. CenturyTel shall apply a service charge of 1.5% per month (or, if less, the highest percentage allowed by law) on any unpaid balance not received by CenturyTel within the payment schedule.
2. **Taxes and Fees.** Prices do not include taxes or fees, of any kind, established by governmental authorities. Customer shall pay all such applicable taxes and fees when billed by CenturyTel. Alternatively, Customer may supply CenturyTel a tax exemption certificate in a form satisfactory to CenturyTel.
3. **Customer Responsibilities.** As a condition to CenturyTel's performance of its obligations hereunder, Customer agrees, at no charge to CenturyTel, to:
 - (a) Furnish and allow CenturyTel unrestricted use of Customer's site and the Equipment in order for CenturyTel to fulfill its obligations hereunder during the term of this Agreement;
 - (b) Provide reasonable working space and facilities, including heat, light, ventilation, telephone service, electrical current, trash removal and other necessary utilities for use by CenturyTel designated personnel, and adequate secure storage space, if required, for equipment and materials;
 - (c) Prepare the installation site in accordance with CenturyTel's standard physical and environmental requirements as otherwise set forth in writing to Customer;
 - (d) Be solely responsible for ordering and coordinating with the local telephone company or applicable service provider for the installation of all central office trunks and test trunks and/or the provision of any carrier services required;
 - (e) Additionally, Customer shall be solely responsible for payment to the appropriate utility or service provider for all utility and/or service charges, including, but not limited to, charges for central office trunks, tie lines or carrier services;
 - (f) Provide any information and/or documentation that CenturyTel reasonably requests from Customer and that is necessary for CenturyTel to properly perform any of its obligations hereunder; such information shall be provided by Customer in the form and by the dates reasonably specified by CenturyTel;
 - (g) Cooperate with and assist CenturyTel in coordinating its work hereunder with work being performed by the Customer or other contractors of the Customer, such that CenturyTel's performance of its obligations hereunder can progress without interruption to the maximum extent practicable;
 - (h) Complete such other requirements for raceways, borings and cuttings, trenching, conduit, variances and rights-of-way if required by CenturyTel for CenturyTel's performance of its obligations hereunder;
 - (i) Be solely responsible for the protection and operation of the Equipment and related systems, including all software and other parts thereof;
 - (k) Be solely responsible for data backups and data storage; and
 - (l) Ensure that its personnel are available to receive delivery of the Equipment at the installation site, at a date and time to be determined between CenturyTel and Customer. Risk of loss and damage to Equipment passes to Customer upon delivery of the Equipment to Customer. CenturyTel shall be responsible for any damage to the Equipment caused by CenturyTel during installation of the Equipment.

Customer shall also provide adequate security for its site and provide CenturyTel designated personnel access to its site during the times specified by CenturyTel as may be reasonably necessary for CenturyTel to perform its obligations under this Agreement. CenturyTel personnel shall comply with Customer's reasonable site and security regulations.

4. **Customer Acceptance.** Customer properly executing a Certificate of Acceptance in the form attached hereto shall make acceptance by Customer of the Equipment.
5. **Subcontract.** Customer acknowledges and agrees that CenturyTel is merely a distributor of Equipment manufactured by third parties, and Customer agrees that CenturyTel shall have the right to engage the assistance of such manufacturers or others and/or subcontract portions of its installation obligations hereunder to such manufacturers or other third parties, in the performance of its obligations hereunder.

6. **Exclusions.** The services provided by CenturyTel under this Agreement do not include any of the following: furnishing supplies which are not part of the Equipment or furnishing material therefor; electrical work external to the Equipment; work or supply of material relating to maintaining a proper environment at Customer's site; and/or providing any goods or services not expressly described in this Agreement as being provided by CenturyTel.

7. **Software License.**

The Equipment may be or may contain software. In some cases the Equipment manufacturer (CenturyTel's vendor) has embedded such software into the hardware as an integral part of the Equipment. All software provided hereunder remains the property of, and full ownership shall remain vested in, the creator, developer, manufacturer, author or licensor, whichever the case may be. If required by the creator, developer, manufacturer, author or licensor, Customer must obtain a license to use such software, which license may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said creator, developer, manufacturer, author or licensor and shall be adhered to by Customer. Upon the requirement of such creator, developer, manufacturer author or licensor, such license shall be executed by Customer as required and shall become a part of this Agreement by reference.

8. **Miscellaneous.**

(a) The laws of the state of CenturyTel's incorporation shall govern the interpretation of this Agreement. If any of the provisions of the terms and conditions contained herein shall be held to be invalid or unenforceable in any jurisdiction in which these terms and conditions apply, such invalidity or unenforceability shall not invalidate or render unenforceable any other term or condition, but rather these terms and conditions shall be construed and enforced accordingly. However, in the event such provision is considered an essential element of these terms and conditions, the parties shall promptly negotiate a replacement thereof.

(b) Neither Customer nor CenturyTel shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including but not limited to power failures, electrical power surges or current fluctuations, nuclear or other civil or military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

(c) Any failure of a party to assert any right under this Agreement shall not constitute a waiver or termination of that right, this Agreement, or any of this Agreement's provisions.

(d) Neither party shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that CenturyTel may assign and transfer this Agreement to any parent, subsidiary, or successor, and CenturyTel shall have the right to subcontract all or any portion of its installation obligations hereunder to a third party.

(e) The respective obligations of the Customer and CenturyTel under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation, or expiration hereof.

(f) Except as otherwise provided in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or by United States certified mail, return receipt requested, and addressed as specified on Page 1 or to such other address as a party may specify in accordance herewith. Notice shall be effective upon receipt.

(g) No provision of this Agreement shall in any way inure to the benefit of any third person (including without limitation the public at large) so as to constitute any such person a third party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

(h) If any suit or action is instituted or prosecuted to interpret or enforce any provision of this Agreement, the prevailing party in such suit or action shall be entitled to recover from the other party costs, expenses and reasonable attorney fees incurred by such prevailing party in connection with such suit or action, in addition to all other sums allowed by law, both at trial and on appeal.

(i) This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Each party to this Agreement agrees to accept a facsimile signature on behalf of the other party in lieu of an original signature; provided however, that either party may request an original signature following acceptance by such party of a facsimile signature.

(j) This Agreement represents the entire Agreement between the parties, is the final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Agreement, understanding, or representation between the parties with respect thereto, whether written or oral.

Attachment (B) Sentinel Stats

QTY	CML Code	DESCRIPTION	Purchase Sub-Total
		SMART Upgrade	
1	71-31963-AC	Sentinel Stats 3.0 License PSAP Gateway	\$5,800.00
9	71-31963-BC	Sentinel Stats Data Collection each position	\$2,538.00
1	71-31998-AB	Sentinel Activity Tracker 2.0 License PSAP Gateway Controller	\$7,590.00
		Sentinel 9-1-1 Training	
1		Sentinel Training and Travel Expenses	\$1,980.00
		TOTAL	\$17,908.00

Notes: Maintenance

Sentinel Stats (maintenance)

Year 1 *(warranty)*
Year 2 *\$1,050.45*
Year 3 *\$1,050.45*
Year 4 *\$1,050.45*
Year 5 *\$1,050.45*



Telecommunications Recommendation

Submitted To:

Boone County Joint Communications
COLUMBIA, MO

Account Number: 301644996

Submitted By:

Michael B. Snell
573-886-3898
Michael.Snell@centurytel.com

Date: February 13, 2007

Overview

CenturyTel appreciates the opportunity to submit this recommendation customized for Boone County E911.

The Advantages of Working with a Leading Local Company

As a locally progressive telecommunications company, CenturyTel can provide Boone County E911 with many advantages. CenturyTel offers:

- State of the art technology
- Capabilities to meet your evolving needs
- Cost effective solutions
- Full support and training for your staff
- Resources and experience to meet your needs
- Dedication to local community and business success
- One-stop shopping
- Project planning from implementation to follow-up

CenturyTel Corporate Profile

Market Leadership

- Over 100 years of experience providing state of the art telecommunications network services
- Communications leader in 22 states serving over 3 million customers
- 8th largest local exchange telephone company in the United States
- Significant service reliability and resources – both human and technical
- Diversified telecommunications corporation
- Publicly traded on the New York Stock Exchange under the symbol CTL
- Website www.centurytel.com

A Complete Range of Services

Whether your organization's communication needs are at the office, on the road, or at home, CenturyTel provides a wide range of services to meet your needs. Availability varies by service area.

CenturyTel Offerings:

- Local Telephone Service
- Internet Services
- Long Distance Telephone Service
- Data Networking Services
- LAN/WAN Products
- Key and PBX Systems
- Centrex Service
- Voice Mail Service
- E-Commerce/Web Hosting Services

Sentinel Stats

			Purchase
QTY	CML Code	DESCRIPTION	Sub-Total
		SMART	
		Upgrade	
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		Sentinel 9-1-1	
		Training	
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Notes: Maintenance

Sentinel Stats *(maintenance)*

<i>Year 1</i>	<i>(warranty)</i>
<i>Year 2</i>	<i>\$1,050.45</i>
<i>Year 3</i>	<i>\$1,050.45</i>
<i>Year 4</i>	<i>\$1,050.45</i>
<i>Year 5</i>	<i>\$1,050.45</i>

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
HOU-000683194-04

PRODUCER

Marsh USA Inc.
601 Poydras Street, Suite 1850
New Orleans, LA 70130-6031
Attn: 212-948-0537 NewOrleans.CertRequest@marsh.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY
A DISCOVER PROPERTY & CASUALTY INS. CO.

COMPANY
B FIDELITY & GUARANTY INS. CO.

COMPANY
C

COMPANY
D

INSURED

CenturyTel, Inc.
*and all subsidiaries (see below)
100 CenturyTel Drive
Monroe, LA 71203

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	D007L00059	12/15/06	12/15/07	GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ N/A
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	D007A00089 (AOS) D007A00090 (TX)	12/15/06 12/15/06	12/15/07 12/15/07	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	D007W00075 (AOS) D007W00076 (OR, WIS)	12/15/06 12/15/06	12/15/07 12/15/07	<input checked="" type="checkbox"/> WVC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000
A	OTHER Excess Workers Compensation	D007X00016	12/15/06	12/15/07	SIR 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Centurytel Inc. And All Subsidiaries For Which The Named Insured Has The Responsibility Of Providing Insurance And For Which; Coverage Is Not Otherwise Specifically Provided. Certificate holder is named as Additional Insured under the General Liability when required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: Robert C. Hill

MM1(3/02)

Robert C. Hill

VALID AS OF: 03/16/07

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
HOU-000731083-01

PRODUCER

Marsh USA Inc.
601 Poydras Street, Suite 1850
New Orleans, LA 70130-6031
Attn: 212-948-0537 NewOrleans.certrequest@marsh.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A LIBERTY MUTUAL FIRE INSURANCE COMPANY
- COMPANY
B
- COMPANY
C
- COMPANY
D

INSURED

CenturyTel, Inc.
And All Subsidiaries *See Below
P. O. Box 4065
Monroe, LA 71211

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					COMBINED SINGLE LIMIT	\$
	AUTOMOBILE LIABILITY				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> SCHEDULED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT	\$
	<input type="checkbox"/> INCL				EL DISEASE-POLICY LIMIT	\$
	<input type="checkbox"/> EXCL				EL DISEASE-EACH EMPLOYEE	\$
A	OTHER Property	YU2-L9L-533402-046	12/15/06	12/15/07	Loss Limit	350,000,000
					Deductible	250,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CenturyTel, Inc. and all subsidiaries for which the named insured has the responsibility of providing insurance and for which; coverage is not otherwise specifically provided. Certificate holder is named as Additional Insured under the General Liability when required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: Robert C. Hill

MM1(3/02)

Robert C. Hill

VALID AS OF: 03/16/07

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

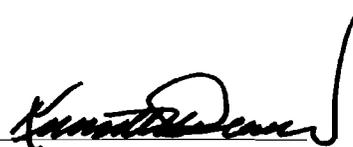
Term. 2007

In the County Commission of said county, on the 8th day of March 20 07

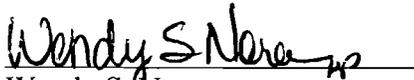
the following, among other proceedings, were had, viz:

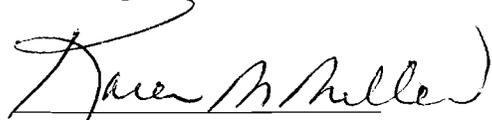
Now on this day the County Commission of the County of Boone does hereby approve the attached Purchasing Policy Manual Revision for Small Purchases.

Done this 8th day of March, 2007.


Kenneth M Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

§3-104 Small Purchases.

(1) *General.* Any contract not exceeding \$4,500.00 in a ninety day period may be made in accordance with the small purchase procedures authorized in 50.660 RSMo. Contract requirements shall not be artificially divided (i.e. stringing purchases) so as to constitute a small purchase under this Section.

(2) *Small Purchases Over \$2,500:* The Purchasing department recommends that insofar as it is practical for small purchases in excess of \$2,500, no less than three businesses shall be solicited to submit written quotations. Award shall be made to the business offering the lowest acceptable quotation. Quotations should be on company letterhead and may be transmitted by facsimile machine or e-mail. A "no bid" response submitted by a vendor is acceptable as a quote. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record.

(3) *Exception to Small Purchases Over \$2,500:* The Boone County Sheriff Department may waive obtaining three quotes when purchasing used vehicles for the Narcotics Unit for vehicles less than \$4,500.

Policy Revision: March 8, 2007, commission order #: 95-2007

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2007

In the County Commission of said county, on the 8th day of March 20 07

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

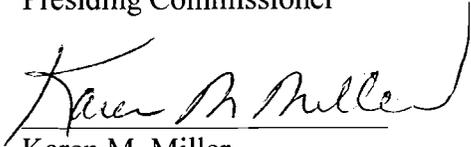
Now on this day the County Commission of the County of Boone does hereby award 52-27JUN06 Hail Damaged Commercial Buildings to Watkins Roofing, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of March, 2007.


Kenneth M Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

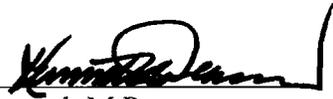
Term. 2007

In the County Commission of said county, on the 8th day of March 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 55-27SEP05 Electronic Monitoring Services to BI Incorporated. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract. amendment.

Done this 8th day of March, 2007.


Kenneth M. Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

97-2007

AMENDMENT NO. 2
TO THE
PURCHASE AGREEMENT FOR ELECTRONIC MONITORING SERVICES & EQUIPMENT
AGREEMENT NO. 95-2006, DATED March 14, 2006 ("Agreement")
BETWEEN
BI INCORPORATED ("BI")
AND
BOONE COUNTY, MISSOURI through the BOONE COUNTY COMMISSION ("Agency")

This Amendment is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

- 1. **No-charge Spare:** Agency is entitled to up to, but not to exceed, two (2) Sobriotor shelf Units at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement. The charge for any inactive Sobriotor Units in excess of the two (2) No-charge Spare Units Agency will incur a \$2.91 charge per day/per unit.
- 2. **No-charge Spare:** Agency is entitled to up to, but not to exceed, two (2) ExacuTrack Passive Tracker Units and two (2) ExacuTrack Passive Transmitters at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement. The charge for any inactive units in excess of the two (2) no-charge spare units Agency will incur a \$3.06 charge per day/per unit.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below Agency and BI have caused this Amendment to be effective as of the latest date set forth below.

BI INCORPORATED

BOONE COUNTY, MISSOURI through the BOONE COUNTY COMMISSION

By: Michael E. Hankerd Date 3/26/07

By: Kenneth M. Pearson Date 3/12/07

Printed Name: Michael E. Hankerd

Printed Name: KENNETH M. PEARSON

Printed Title: Corporate Controller

Printed Title: PRESIDENT, COMMISSIONER

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

No Encumbrance Required 2/28/07
Auditor Date



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

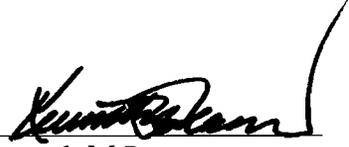
Term. 2007

In the County Commission of said county, on the 8th day of March 20 07

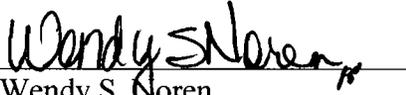
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award 08-23FEB07 Lien Search Services to Monarch Title Company, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of March, 2007.


Kenneth M Pearson
Presiding Commissioner

ATTEST:


Wendy S. Soren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
LIEN SEARCH SERVICES**

THIS AGREEMENT dated the 8 day of March 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Monarch Title Company, 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 **Lien Search Services**, County of Boone Request for Bid for Lien Search Services, bid number **08-23FEB07** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form as well as the Contractor's bid response dated February 21, 2007 executed by Michael H. Dalton on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the County of Boone Request for Bid for Lien Search Services, bid number 08-23FEB07 including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the un-executed Response Form shall prevail and control over the Contractor's bid response.

2. **Purchases/Services** - This agreement shall commence on **April 2, 2007 and extend through March 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. **Delivery** - Contractor agrees to deliver each completed Lien Search Document to the Boone County Collector on the next business day after each search has been completed. All information will be submitted in accordance with section 2.2.3. of the original bid documents. Total project completion must be on or before 5:00 p.m. June 18, 2007.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Collector and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

MONARCH TITLE COMPANY, INC.

BOONE COUNTY, MISSOURI

by MADDT
title EXEC VP

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u>No encumbrance required</u>	<u>2/28/07</u>	1150-84500 – Term and Supply
Signature <u>by eg</u>	Date	Appropriation Account

4. Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

4.1. Company Name: Monarch Title Company, Inc.

4.2. Address: 320 E. Broadway, Suite D

4.3. City/Zip: Columbia, MO 65201

4.4. Phone Number: (573) 441-0725

4.5. Fax Number: (573) 441-0705

4.6. Federal Tax ID: 43-1942377

- 4.6.1. [X] Corporation
() Partnership - Name
() Individual/Proprietorship - Individual Name
() Other (Specify)

4.7. Pricing

4.7.1. Cost per Completed Lien Search Provided \$ 59.74

Cost per Completed Lien/Title Search Provided \$ 59.74

4.8. Maximum Percentage Increase for Renewal Periods

4.00% 2nd Year

4.00% 3rd Year

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, which has 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.

4.9.1. Authorized Representative (Sign By Hand):

[Handwritten Signature]

4.9.2. Type or Print Signed Name:

Michael H. Dalton

4.9.3. Today's Date: Feb. 21, 2007

NAME(S) ON TAX STATEMENT: _____
(LAST) (FIRST) (MIDDLE)

PARCEL NUMBER _____

LEGAL DESCRIPTION:

INITIAL IF LEGAL DESCRIPTION MATCHES DESCRIPTION ON DELINQUENT STATEMENTS.
IF NOT, EXPLAIN DISCREPANCIES ON BACK.

NAME OF OWNER(S) _____
ADDRESS _____
TITLE TAKEN BY _____
DATE OF DEED _____ DATE RECORDED _____
BOOK/PAGE _____

FIRST DEED OF TRUST _____
LENDER'S ADDRESS _____
DEED OF TRUST DATE _____ DATE RECORDED _____
BOOK/PAGE _____ LOAN AMOUNT _____
ASSIGNED TO _____
DATE ASSIGNED _____

SECOND DEED OF TRUST _____
LENDER'S ADDRESS _____
DEED OF TRUST DATE _____ DATE RECORDED _____
BOOK/PAGE _____ LOAN AMOUNT _____
ASSIGNED TO _____
DATE ASSIGNED _____

CHECK BOX IF ADDITIONAL DEED(S) OF TRUST SHOWN ON BACK OF THIS SHEET

SPECIAL ASSESSMENTS _____ DATE _____
ADDRESS _____
FEDERAL/STATE TAX LIENS _____ DATE _____
ADDRESS _____
MECHANICS LIENS _____ DATE _____
ADDRESS _____
JUDGMENTS _____ DATE _____
ADDRESS _____
OTHER RECORDS _____ DATE _____
(LIS PENDENS, ETC.) _____

NAME, ADDRESS & PHONE NUMBER OF
COMPANY COMPLETING LIEN SEARCH

SEARCHED BY: _____

SIGNATURE OF SEARCHER _____

DATE SEARCHED _____

ADDITIONAL INFORMATION/COMMENTS:

COPY COPY COPY COPY COPY COPY COPY
COPY COPY COPY COPY COPY COPY COPY
STATE OF MISSOURI
COPY COPY COPY COPY COPY COPY COPY
COPY COPY COPY COPY COPY COPY COPY
COPY COPY COPY COPY COPY COPY COPY



DEPARTMENT OF INSURANCE

P.O. Box 690, Jefferson City, Mo. 65102-0690

BUSINESS ENTITY PRODUCER LICENSE

IT IS HEREBY CERTIFIED THAT

MONARCH TITLE COMPANY INC

IS AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE WITH THE
SPECIFIC LINES SHOWN ON THE LICENSE IF APPLICABLE

Issue Date: SEP 27, 2005

Expiration Date: NOV 6, 2007

Rx Date/Time

MAY-26-2006 FRI 02:26 PM CPM INC. (TIAC)
MAY-26-2006(FRI) 13:17

FAX NO. 3019135905

P. 007
P. 07



**TITLE INDUSTRY
ASSURANCE COMPANY**
A Risk Retention Group

2 Wisconsin Circle, Suite 550 • Chevy Chase, MD 20815-7011 • 800-628-5136 / FAX: 800-TIAC-FAX

CERTIFICATE OF INSURANCE

This is to certify that the policy of insurance listed below has been issued to the insured named below for the policy period indicated.

TYPE OF INSURANCE: Abstractors, Title Insurance Agents and Escrow Agents
Professional liability insurance

INSURANCE COMPANY: Title Industry Assurance Company (TIAC)

POLICY NUMBER: TIAC-000813-06

INSURED: Monarch Title Company, Inc.
320 E. Broadway, Suite D
Columbia, MO 65201-4436
(See attached SCHEDULE)

LIMIT OF LIABILITY: Per Claim: \$ 500,000
Annual Aggregate: \$1,000,000

EFFECTIVE: 06/23/2006 TO: 05/23/2007

This certificate is issued as a matter of information only and confers no rights upon any person or entity. This certificate does not amend, extend or alter the coverage provided by the policy. Notwithstanding any requirement, term or condition of any contract with respect to which this certificate may be issued or may pertain, the insurance provided by this policy is subject to all the terms, exclusions and conditions of the policy.

By issuance of this certificate, the insurance company assumes no obligation to provide notice of change in or cancellation of the policy, and assumes no responsibility arising out of any alteration or modification of this certificate by any person or entity.

Authorized Representative

TIAC06 (08/2001 Ed.)
2213



**TITLE INDUSTRY
ASSURANCE COMPANY**
A Risk Retention Group

SCHEDULE

Monarch Title Company, Inc.
320 E. Broadway, Suite D
Columbia, MO 65201-4436

Monarch Title of Central Missouri, Inc.
3797 Highway 54, Box C-7
Osage Beach, MO 65065-2152

Monarch Title of Northern Missouri, Inc.
223 N. Main Street
Brookfield, MO 64628-1628

Monarch Title Agency of Michigan
53 South Monroe Street
Monroe, MI 48161



Request for Bid (RFB)

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

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

Bid Data

Bid Number: **08-23FEB07**
Commodity Title: **Lien Search and Title Search Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **FRIDAY – February 23, 2007**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **FRIDAY – February 23, 2007**
Time: **1:30 P.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from April 1, 2007 through March 31, 2008, and may be automatically renewed for an additional two (2) years unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

2.1. ITEMS TO BE PROVIDED - Lien Search and Title Search Services

2.1.1. Scope of Work - Contractor will complete lien searches on property subject to sale at the 2007 Tax Certificate Sale of Real Estate. The Boone County Collector’s Office is required to provide notice to any person who holds a publicly recorded deed of trust, mortgage, lease, lien or other claim on the property prior to the tax sale. Contractor must accurately and completely identify all lien holders and recent grantees having a valid interest in the identified property. Interests, which have been released or extinguished, whether voluntarily or by operation of law, need not be identified. Recent grantees are those that derive their interest from the grantor addressed on the tax statement or printout provided in lieu of tax statement, at a date on or subsequent to January 1 of the tax year noted. Each search must identify all individuals and/or firms having a valid interest in the property. In addition to lien searches on property prior to the tax sale, the Boone County Collector may request a lien/title search be performed throughout the contract period on property before a Collector’s Deed is to be issued. When requested, the Contractor shall complete a lien/title search and deliver to the Boone County Collector’s Office within three working days.

2.1.2. Minimum Respondent Qualifications -

- Respondent must be a licensed Title Insurance Agency by the State of Missouri Department of Insurance. Each Respondent must provide a copy of said license with their bid response.
- Respondent must have at least \$500,000 Errors and Omissions Insurance and/or Professional Liability Insurance. Each Respondent must provide a copy of the current insurance policy statement with their bid response plus documentation noting any insurance exclusion(s).

2.1.3. Estimated Quantity - At the present time, 505 parcels have been identified as delinquent. The Contractor shall consider this as the MAXIMUM number of searches to be completed in the time frame identified. Historically, the number of delinquent parcels has continually decreased, making it difficult to provide an accurate number during the bid process. Payment will be based upon the exact number of successfully completed searches. The following indicates the changes in quantity from the time the bids are issued, and the contract requirements are fulfilled.

Year	Identified Parcels at Bid Time	Actual Number of Searches Performed Under Resulting Contract
2006	Bid renewed	201
2005	Bid renewed	163
2004	429	166
2003	522	115
2002	393	117
2001	392	99
2000	378	169

2.2. CONTRACTOR RESPONSIBILITIES - For each parcel identified, contractor must provide the following information for all lien holders:

- Name;
- Address;
- Lien Date;
- Dollar Amount of Lien;
- Assignment of lien, assignment date, name and address of assignee, and;
- Legal description of each parcel including parcel number.

Contractor will certify that the information provided for each parcel is the result of a complete and thorough search of the records on file with the Boone County Recorder of Deeds and Circuit Clerk and said search was completed during the term of the resulting contract.

- 2.2.1. **Errors** - Contractor will be required to report to the Boone County Collector any errors or deletions in the legal description or ownership as provided by the County along with a notation as to the location of the correct legal description or ownership.
- 2.2.2. **Additional Information** - Contractor must provide the name, address and telephone number of the Company completing the lien search on the attached lien search format. Contractor must also include the date the lien search was completed and the name and signature of the individual completing the search. Any deviations from the attached format must be approved by the Boone County Collector.
- 2.2.2.1. Contractor must furnish a copy of the current warranty deed with the search.
- 2.2.3. **Information Submission Guidelines** - Upon completion of each search, Contractor is to provide the original lien search form to the Boone County Collector on the next business day. The form must be completed in its' entirety. All completed searches will be presented to the Collector with a cover page noting those searches completed in parcel number order and signed by an authorized representative. All search forms will also be in parcel number order. In the event that the County requests additional information or corrections, Contractor agrees to make changes and corrections and return the corrected information to the Boone County Collector within one business day at no additional charge.
- 2.3. **COUNTY RESPONSIBILITIES** - For each real estate account, the Collector's Office will provide a list which will include the owner's name, situs address when available and a legal description of each parcel of real estate. This list to be provided to the contractor on May 10, 2007.
- 2.3.1. Contractor shall provide a copy of the vesting deed with each lien search provided to Boone County. The County will reimburse the Contractor \$1.00/page for copies of deeds purchased from the Boone County Recorder's office and copies of documents purchased from the Circuit Clerk's office.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4.1. **Contract Duration** - The first contract period shall be from April 1, 2007 through March 31, 2008. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.4.2. **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. **DESIGNEE** - Patricia S. Lensmeyer, Boone County Collector, 801 E. Walnut, Room 118, Columbia, Missouri 65201.
- 2.6. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing to Melinda Bobbitt, CPPB, Director, 601 E. Walnut, Room 208, Columbia, Missouri 65201 or by faxing to (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.
- 2.7. **DELIVERY** - Patricia S. Lensmeyer, Boone County Collector, 801 E. Walnut, Room 118, Columbia, Missouri 65201.
- 2.7.1. **Delivery Terms** - FOB Destination. All searches for the first contract period must be completed and submitted to the Boone County Collector **NO LATER THAN 5:00 P.M. JUNE 18, 2007.** Completed searches are to be submitted on a daily or weekly basis as indicated in section 2.2.3. above with one half of the searches completed and submitted to the Collector no later than 5:00 p.m. on June 4, 2007.
- 2.7.2. For future renewal years, if applicable, the Collector's office will supply contractor with appropriate timeline for completed searches prior to renewal acceptance.

- 2.8. **PAYMENT TERMS** - The successful Contractor will be paid the unit price awarded in this bid based upon the successful completion of all searches as requested by the Collector. Payment will be made within 30 days from the date the monthly statement is received by the Boone County Collector or within 30 days requested search corrections are completed and returned to the Boone County Collector, whichever is later. In the event of statement/invoice errors, the County reserves the right to withhold payment on the disputed items until such time a corrected statement/invoice is received. In the event of search corrections, the County reserves the right to withhold payment on the disputed items until such time search corrections are received.

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** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – 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** – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

4.1. Company Name: _____

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) _____

4.7. **Pricing**

4.7.1. Cost per Completed Lien Search Provided \$ _____

Cost per Completed Lien/Title Search Provided \$ _____

4.8. Maximum Percentage Increase for Renewal Periods

_____ % 2nd Year

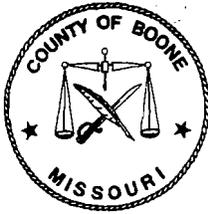
_____ % 3rd Year

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, which has 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.

4.9.1. Authorized Representative (Sign By Hand):

4.9.2. Type or Print Signed Name:

4.9.3. Today’s Date: _____



Standard Terms and Conditions

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

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

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



"No Bid" Response Form

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

Melinda Bobbitt, CPPB, Director
(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: 08-23FEB07 – Lien Search and Title Search Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

NAME(S) ON TAX STATEMENT: _____
(LAST) (FIRST) (MIDDLE)

PARCEL NUMBER _____

LEGAL DESCRIPTION:

INITIAL IF LEGAL DESCRIPTION MATCHES DESCRIPTION ON DELINQUENT STATEMENTS.
IF NOT, EXPLAIN DISCREPANCIES ON BACK.

NAME OF OWNER(S) _____
ADDRESS _____
TITLE TAKEN BY _____
DATE OF DEED _____ DATE RECORDED _____
BOOK/PAGE _____

FIRST DEED OF TRUST _____
LENDER'S ADDRESS _____
DEED OF TRUST DATE _____ DATE RECORDED _____
BOOK/PAGE _____ LOAN AMOUNT _____
ASSIGNED TO _____ DATE ASSIGNED _____

SECOND DEED OF TRUST _____
LENDER'S ADDRESS _____
DEED OF TRUST DATE _____ DATE RECORDED _____
BOOK/PAGE _____ LOAN AMOUNT _____
ASSIGNED TO _____ DATE ASSIGNED _____

CHECK BOX IF ADDITIONAL DEED(S) OF TRUST SHOWN ON BACK OF THIS SHEET

SPECIAL ASSESSMENTS _____ DATE _____
ADDRESS _____
FEDERAL/STATE TAX LIENS _____ DATE _____
ADDRESS _____
MECHANICS LIENS _____ DATE _____
ADDRESS _____
JUDGMENTS _____ DATE _____
ADDRESS _____
OTHER RECORDS _____ DATE _____
(LIS PENDENS, ETC.) _____

NAME, ADDRESS & PHONE NUMBER OF
COMPANY COMPLETING LIEN SEARCH

SEARCHED BY: _____

SIGNATURE OF SEARCHER _____

DATE SEARCHED _____

ADDITIONAL INFORMATION/COMMENTS:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the 8th day of March 20 07

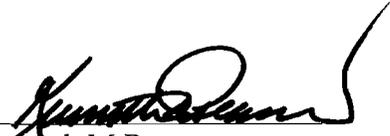
the following, among other proceedings, were had, viz:

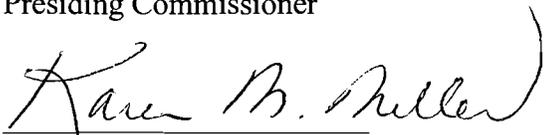
Now on this day the County Commission of the County of Boone does hereby award 04-22FEB07 Motor Graders to Tri-State Construction Equipment Co. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of March, 2007.

ATTEST:

Wendy S Noren
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
MOTOR GRADERS**

THIS AGREEMENT dated the 8 day of March 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tri-State Construction Equipment Co.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Motor Graders, bid number **04-22FEB07** 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 February 21, 2007 and executed by Jim W. Smith, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

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

- | | |
|---|---------------|
| • Item 4.8.1. – 2007 John Deere 672D Graders Per Section 2 (Qty 2) | \$369,000.00 |
| • Item 4.8.3. – Add Alternate 2-Automatic Transmission (Qty 2) | \$1,700.00 |
| • Item 4.8.5. – Add Alternate 4 14' Sandvik Style Tooth Blade (Qty 2) | \$7,000.00 |
| • Full Machine 7 year, 7500 hour warranty (Qty 2) | No Charge |
| • Item 4.10. – Trade In 2001 John Deere 672CH, VIN DW672CH579460 | (\$90,000.00) |
| • Item 4.11. – Trade In 2001 John Deere 672CH, VIN DW672CH579376 | (\$90,000.00) |
| • For a total cost of | \$197,700.00 |

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 60 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**TRI-STATE CONSTRUCTION
EQUIPMENT CO.**

by Jim A. Smith 13 Mar 07
title General Manager

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

2040/92300 - \$197,700.00

June E. Pitchford
Signature by cgj

2/28/07
Date

Appropriation Account

4. Response Form

- 4.1. Company Name: Tri-State Construction Equipment Co
- 4.2. Address: 106 Industrial Drive, PO Box 225
- 4.3. City/Zip: Ashland, Mo. 65010
- 4.4. Phone Number: 573 657-2154
- 4.5. Fax Number: 573 657-1012
- 4.6. E-Mail Address: smitty @meoi.com
- 4.7. Federal Tax ID: 371090568
- 4.7.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.8.	PRICING	Unit Price	Qty	Extended Price
	<i>2007-John Deere 672 D Graders</i>			
4.8.1.	2007 Model Motor Graders per Section 2	\$184,500.00	2	\$ 369,000.00
4.8.2.	ADD Alternate 1 (Push Blades):	\$ 4,300.00	2	\$ 8,600.00
4.8.3.	ADD Alternate 2 (Automatic Transmission)	\$ 850.00	2	\$ 1,700.00
4.8.4.	ADD Alternate 3 (Buy Back Provision)	\$ 96,500.00	2	\$ 193,000.00
4.8.5.	ADD Alternate 4 (14' Sandvik style tooth blade)	\$ 3,500.00	2	\$ 7,000.00
4.9.	Cash Discount	\$ 0	net	0 days
4.10.	Trade-In- Motor Grader 2001 John Deere 762CH; approximately 8200 hours; SN: DW672CH579460 (County Grader #4764)			(\$ 90,000)
4.11.	Trade-In- Motor Grader 2001 John Deere 762CH; approximately 7750 hours; SN: DW672CH579376 (County Grader #4722)			(\$ 90,000)
4.12.	GRAND TOTAL (4.8.1. – 4.9. - 4.10. – 4.11.) DO NOT INCLUDE ADD ALTERNATES			\$ 189,000
4.13.	Describe Any Deviations			
	<i>N/A</i>			
4.14.	Service and Repair Facility Location:			
	Ashland, Mo.			
4.15.	Parts Depot Location:			
	Ashland, Mo.			

4.16. **Credentials of Service and/or Repair Person:**

All technicians are factory trained and certified on this product

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

4.17.1. Authorized Representative (Sign By Hand):

Jim W. Smith, Gen Manager

Date: 21 Feb 07

4.17.2 Print Name and Title of Authorized Representative

Jim W. Smith, General Manager

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

Yes No

4.19. Delivery ARO: 45 to 60 days

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
BID #04-22FEB07 Motor Graders**

ADDENDUM #1
(Issued February 20, 2007)

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

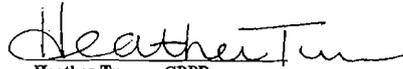
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

BID DOCUMENTS:

1. The engine on the following trade-in motor grader has been damaged and is not repairable.

Trade-In- Motor Grader 2001 John Deere 762CH; approximately 8200 hours; SN: DW672CH579460
(County Grader #4764)

By:


Heather Turner, CPPB
Senior Buyer

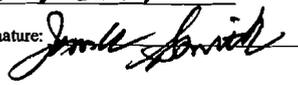
BIDDER has examined copy of Addendum #1 to Request for Bid #04-22FEB07 Motor Graders, receipt of which is hereby acknowledged:

Company Name: Tri-State Const. Equip. Co.

Address: 106 Industrial Dr. P.O. Box 225
Ashland Mo 65010

Phone Number: 573-657-2154

Fax Number: 573-657-1012

Authorized Representative Signature: 

Date: 21 F

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
BID #04-22FEB07 Motor Graders**

**ADDENDUM #1
(Issued February 20, 2007)**

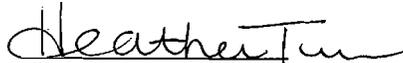
This addendum is issued in accordance with the Introduction and General Conditions of Bidding and is hereby incorporated into and made a part of the Contract Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bidder's *Response Form*.

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

BID DOCUMENTS:

1. The engine on the following trade-in motor grader has been damaged and is not repairable.

Trade-In- Motor Grader 2001 John Deere 762CH; approximately 8200 hours; SN: DW672CH579460
(County Grader #4764)

By: 
Heather Turner, CPPB
Senior Buyer

BIDDER has examined copy of Addendum #1 to Request for Bid #04-22FEB07 Motor Graders, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Authorized Representative Signature: _____

Date: _____



Request For Bid (RFB)

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

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

Bid Data

Bid Number: **04-22FEB07**
Commodity Title: **Motor Grader**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: THURSDAY, FEBRUARY 22, 2007
Time: 10:30 AM (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

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

Bid Opening

Day / Date: THURSDAY, FEBRUARY 22, 2007
Time: 10:30 AM
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

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

1. Introduction and General Conditions of Bidding

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of two (2) 2007 Model Variable-Horsepower, All-Wheel-Drive Motor Graders with all manufacturer’s standard equipment and those features as outlined below.
- 2.2. **ACCEPTABLE MODELS** – John Deere 672D, Caterpillar 143H, or Pre-approved Equal.
- 2.2.1. **Quantity – 2 Note: Vendor will be bidding on two (2) Motor Graders.**
- 2.3. **MINIMUM TECHNICAL SPECIFICATIONS**
- 2.3.1. **Basic Operating Weight:** Minimum basic operating weight shall be 32,630 lbs and not to exceed 34,000 lbs. Including blade, ROPS enclosed cab, bottom guard, heavy-duty rear hitch, scarifier with five (5) teeth and tool box. **Wheel weights will not be acceptable to achieve minimum basic operating weight.**
- 2.3.2. **Engine:** Turbo-charged diesel type, four (4) stroke, six (6) cylinder, with variable-horsepower (VHP) and fully equipped with all operating accessories. The engine shall have a piston displacement of not less than 414 cubic inches and capable of pushing and turning a 14-foot moldboard under operating conditions. The engine shall develop a minimum of 145 SAE net standard horsepower in low ranges and all-wheel drive disengaged. The engine shall develop a minimum of 150 SAE net variable horsepower in low ranges with all-wheel drive engaged. This net horsepower rating shall be at the flywheel of standard engine equipped with fan, air cleaner, turbo pro-cleaner, water pump, lubricating oil pump, fuel pump, muffler and 75 amp minimum alternator. The engine shall be equipped with a 24-volt electrical system for both starting and operation and two (2) 25 amp minimum 24 to 12-volt converters. The starting system shall be equipped with two (2) 12-volt batteries, 1100 CCA minimum and have electric intake manifold pre-heater for cold weather start and a 110-volt engine block heater.
- 2.3.3. **Transmission:** Direct-drive, full power shift with eight (8) speeds forward, on-the-go shifting up or down. A minimum of six (6) reverse speeds. A single lever shall control direction, speed and parking brake and includes inching pedal and internal parking brake.
- 2.3.4. **Final Drives:** Inboard-mounted planetary final drives sealed in cool, filtered oil. Operator controlled differential lock/unlock.
- 2.3.5. **Brakes:** Foot controlled, air (with air dryer) or hydraulically operated, multiple wet-disc brakes sealed in cool, filtered oil; adjustment-free. Includes spring applied, air or hydraulically released parking brake. Brakes shall be effective on right and left tandems on any surface.
- 2.3.6. **Steering:** All hydraulic power; frame articulation and crab steering.
- 2.3.7. **Hydraulic System:** Minimum of 54 gpm, load-sensing, pressure-controlled, variable-displacement pump. Hydraulic controls shall be equipped with control conversion (moves left hand blade lift control to right hand side.) Controls shall be spaced to allow for use of several controls at once. All hydraulic blade lift control valves and front scarifier “V” type, five (5) teeth with three (3) positions to raise, lower with float position shall be built into the hydraulic valves. **No electric solenoid operated valves accepted.** Control features shall include: right blade lift, left blade lift, blade side-shift, blade tip, 360-degree circle drive, center-shift, front wheel lean, and articulation. Also, shall be equipped with hydraulically operated auxiliary function control valve mounted with other hydraulic valves and with hoses run to front of grader in frame. Float shall be built into the valve. System shall include a full range of blade positioning with a hydraulically operated multi-position saddle and a locking pin.
- 2.3.8. **Front-Wheel Drive:** Automatic; includes variable displacement pump, reversible wheel motors, flow divider, free wheel at transport speeds, and operator controlled to fine-tune the speed ratio between the front and rear wheels to match changing ground conditions.
- 2.3.9. **Operator’s Station:** Full-height, sound suppressed ROPS cab per SAE J919, SAE J396 and SAE J1040C, adjustable front console with tilt steering wheel, fuel level gauge, engine coolant temperature gauge, rear steer indicator, monitoring system with warning lights, selectable display for vehicle speed rpm, and direction. Turn signal indicators, four-way flasher indicators, horn instrument lights, interior cab lights, exterior review mirrors (2) SAE J965, interior review mirror SAE J965, reverse warning alarm, cloth-covered, contour air-suspension excavator style seat with arms and multiple adjustments, up and down, tilt, and forward and back with headrest, retractable 3-inch wide seat belt SAE J388, all deep tinted glass, service hour meter on steering console, wipers and washers on front and rear windshields and lower front windows, low effort foot pedals, ground-level door release, hand and foot throttle, two (2) 12-volt power ports, opening lower front windows, heavy duty factory installed air conditioning with pressurized cab, front and rear defroster fans, floor mounted heavy duty 40,000 BTU minimum heater and roof mounted 25,000 BTU heater, rubber floor mat and 24-volt AM/FM stereo radio with antenna and stereo matched speakers.

- 2.3.10. **Lighting Systems:** Bar mounted front-end directional and headlights; cab mounted lights directional and headlights; work lights, front(2) and rear (4); rear LED stop lights and directional; blade work lights (2); cab pre-wired for 12-volt quad-strobe warning light system, roof lights and radio and includes a 24 to 12-Volt power converter, all switches and hardware. Front cab and rear cab mounted Peterson SY423SA-1 and SY423SA-2 rectangle amber LED sealed oval quad-strobe lighting system with synchronized and alternating triple flash pattern and includes all wiring, switches and mounting hardware.
- 2.3.11. **Moldboard:** Minimum of 14 ft long x 24 in. high x .87 in. thick.
- 2.3.12. **Blade Range:** Minimum lift above ground 17.5 in. Minimum moldboard side-shift right 26 in. and left 20 in. Minimum shoulder reach outside of tires right 77.9 in. and left 74.6 in. Maximum blade position angle of 90 degrees both sides. Circle 360 degree with side shift minimum right 28.5 in. and left 27.4 in.
- 2.3.13. **Dimensions:** Overall length without front scarifier 28 ft. minimum. Height to top of cab not to exceed 10 ft. 1in. Wheelbase shall be 20 ft. 1 in. minimum (front wheel to center of tandem).
- 2.3.14. **Tires and Rims:** Minimum of 14.00-24 non-directional radial tires on multi-piece bud-style rims.
- 2.3.15. **Miscellaneous Factory Installed Items:** Rear heavy-duty hitch with pin, bottom guards, engine side shields/doors, tool box with lock.
- 2.3.16. **Add Alternate 1:** Straight push blades- The County may opt to purchase up to 2 blades. Blades shall be front mount (scarifier mounted) 8 foot straight push blades. Minimum weight shall be not less than 1500 lbs., moldboard height shall be 36" by 1/4" thick. Construction shall be Full Box Section with cutting edge angle to ground plane at 37 degrees. Cutting edges shall be 3/4" x 8-inch Bolt-on reversible with end bits.
- 2.3.17. **Add Alternate 2:** The County may opt to purchase auto shifting transmission; gears 1-3 manual, gears 4-8 automatic with auxiliary switch to all manual mode.
- 2.3.18. **Add Alternate 3:** The County may opt to purchase a guaranteed buy-back option based on 5 and/or 7 years use. Vendor will enclose all stipulations for buyback plan with submittal. Hour usage will be based on 1200 per year.
- 2.3.19. **Add Alternate 4:** The County may opt to purchase a Sandvik or Stinger style tooth blade to fit 14' moldboard.
- 2.3.20. **Manuals:** Operator's manual, parts book and service/repair manual shall be furnished with each machine upon delivery. Manuals may be in the form of CD's or DVD's.
- 2.3.21. **Equipment Training:** The successful vendor agrees to provide an appropriate on-site training program for a maximum of two (2) county operators and two (2) county equipment technicians in sufficient scope as to assure efficient and economical performances and maintenance of the equipment purchased.
- 2.3.22. **Vendor Service/Repair Facilities:** Because the maintenance and repair of this type equipment is complex and due to the critical nature of our operation, repair parts and service must be adequately and readily available. The vendor shall certify that they maintain an adequate stock of repair parts and service items **within** the area and employs qualified service and repair technicians **within the local area** and available within 2 hours. **The vendor shall state in the returned bid the location of the service and repair facility, parts depot, and credentials of the service and repair person(s).**
- 2.3.23. **Demonstration:** Prior to awarding the bid, vendor(s) may be requested to demonstrate equipment on-site at the Boone County Public Works Department.
- 2.3.24. **Warranty:** A full machine, 7 years/7500hrs warranty shall be applied to each machine.
- 2.3.25. **Trade-In –** The intention is to trade-in two motor graders with this purchase. The trade-ins are listed on the response sheet. If you are interested in inspecting the trade-ins, an appointment must be scheduled with Greg Edington of the Public Works Department at 573-449-8515 ext (226).
- 2.3.26. **Designee –** Boone County Public Works
- 2.3.27. **Contact –** Heather Turner, Boone County Purchasing Department 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: 573-886-4392 Facsimile: 573-886-4390
- 2.3.28. **Delivery:** Units shall be delivered with Bill of Sale and Manufacturer's Statement of Origin.
- 2.3.28.1. **Delivery Terms:** FOB- Destination. Boone County Public Works Department, Maintenance Operations, 5551 Highway 63 South, Columbia, MO 65201
- 2.4. **ADDITIONAL TERMS AND CONDITIONS:**
- 2.4.1. Equipment shall be properly serviced, including grease and oil to the proper levels.
- 2.4.2. Vendor to include product literature for each proposed piece of equipment.
- 2.4.3. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications and demonstration of machine. Availability of parts, speed of service, and location of service/warranty work will weigh into consideration of award.

3. Response Presentation and Review

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

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. PRICING		Unit Price	Qty	Extended Price
4.8.1.	2007 Model Motor Graders per Section 2	\$ _____	2	\$ _____
4.8.2.	ADD Alternate 1 (Push Blades):	\$ _____	2	\$ _____
4.8.3.	ADD Alternate 2 (Automatic Transmission)	\$ _____	2	\$ _____
4.8.4.	ADD Alternate 3 (Buy Back Provision)	\$ _____	2	\$ _____
4.8.5.	ADD Alternate 4 (14' Sandvik style tooth blade)	\$ _____	2	\$ _____
4.9.	Cash Discount	\$ _____	net	_____ days
4.10.	Trade-In- Motor Grader 2001 John Deere 762CH; approximately 8200 hours; SN: DW672CH579460 (County Grader #4764)			(\$ _____)
4.11.	Trade-In- Motor Grader 2001 John Deere 762CH; approximately 7750 hours; SN: DW672CH579376 (County Grader #4722)			(\$ _____)
4.12.	GRAND TOTAL (4.8.1. – 4.9. - 4.10. – 4.11.) DO NOT INCLUDE ADD ALTERNATES			\$ _____
4.13.	Describe Any Deviations			
4.14.	Service and Repair Facility Location:			
4.15.	Parts Depot Location:			

4.16. **Credentials of Service and/or Repair Person:**

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

4.17.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.17.2. Print Name and Title of Authorized Representative

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

_____ Yes _____ No

4.19. Delivery ARO: _____



Standard Terms and Conditions

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

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

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

Boone County Purchasing
Heather Turner
Senior Buyer



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

“NO BID” RESPONSE FORM

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

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

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

Bid Number 04-22FEB07 Motor Graders

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2007

In the County Commission of said county, on the 8th day of March 20 07

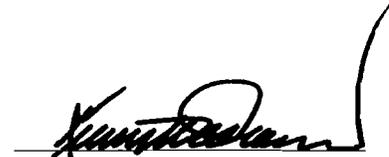
the following, among other proceedings, were had, viz:

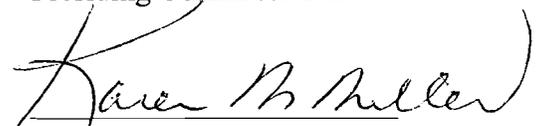
Now on this day the County Commission of the County of Boone does hereby approve the Cost Allocation Plan with Maximus, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of March, 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

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO
THE COUNTY OF BOONE, MISSOURI**

THIS AGREEMENT, entered into this 8th day of March 2007, and effective immediately by and between MAXIMUS, Inc. (hereinafter called the "Consultant") and the County of Boone, Missouri (hereinafter called the "County"),
WITNESSETH THAT:

WHEREAS, the County is interested in obtaining professional services for the preparation of a central service cost allocation plan and indirect cost rate proposal as defined in US Office of Management & Budget Circular A-87, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing such governmental cost determination studies, and

WHEREAS, the County desires to engage the Consultant to assist in preparing such a study.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services.** The scope of services is a central service cost allocation plan and indirect cost rate proposal as defined in Consultant's proposal dated February 20, 2007, which is attached hereto and incorporated by reference.

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to assure their expeditious completion and best carry out the purposes of the agreement. A final report shall be submitted to the County within six weeks after commencement of on-site work, unless the time for performance is extended at the request of County.

4. **Compensation.** Compensation for all tasks outlined in the proposal shall be a fixed fee of \$7,170.

5. **Method of Payment.** The consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice for \$7,170 upon completion of the cost allocation plan and indirect cost rate proposal and acceptance by the County.

6. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are

mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. Services and Materials to be Furnished by County. The County shall furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate liaison between the Consultant and other agencies of the County. The County is responsible for providing accurate and timely information necessary to prepare the central services cost allocation plan.

8. Rights to Terminate Contract. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

9. Information and Reports. The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project as may be requested by the County. The Consultant shall furnish the County, upon request, subject to reasonable prior notice, with copies of all documents and other materials prepared or developed in relation with or as part of the project. Consultant shall not be obligated to deliver copies in person.

10. Records and Inspections. The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain interview notes, working papers and other documentation of findings for a period of five years after delivery of the final report.

11. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on within the County.

12. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only

and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. County not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Consultant.

16. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no wise impair or prejudice any right or remedy available to the County in respect to such breach or default.

17. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

18. Consultant Certification. The Consultant certifies that the Consultant has not been convicted of bribery or attempting to bribe an officer or employee of the County, nor has the Consultant made an admission of guilt of such conduct, which is a matter of record.

19. Limitation of Liability. In no event shall either party, its directors, officers, employees or agents be liable for any special, incidental, punitive, indirect, or consequential damages arising out of or in connection with the services provided under this agreement, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof, even if advised of the possibility of such damages. This limitation shall apply to all claims whether under theory of contract, tort (including negligence), strict liability, or otherwise. MAXIMUS liability (if any) to customer or any third party is limited to four times the amount paid to MAXIMUS for the services.

20. Indemnification. Each party ("Indemnitor") agrees to indemnify and hold the other party ("Indemnitee") harmless from any claims, lawsuits, proceedings, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) made against or incurred by Indemnitee as a result of negligence, misrepresentation, error or

Cost Allocation Plan –Scope of Work
Attachment to February 20, 2007 letter to Ms. Melinda Bobbitt

Scope of Services. The Consultant shall do, perform and carry out in a good and professional manner the following services:

- Development of central services cost allocation plans that identify the various costs incurred by the County to support and administer Federal programs. *OMB Circular A-87* guidelines and the *OASC-10* guide will be used as the basis for determining allowable allocation methods and costs. The Plan will contain a determination of the allowable costs of providing each support service such as County administration and purchasing, facility management and utilities, data information services, disbursement processing, mail delivery, etc. The plan will be based on actual costs for the year ended December 31, 2006. The steps involved in completion of the Plan include, but are not limited to, the tasks as described below:

Task 1. Determine available financial information. This task involves identifying the sources of financial information to be used. At a minimum, the annual year end expenditure reports for the affected central services departments, a County organization chart and chart of accounts are required. Additional financial reports and payroll summary reports issued by the County will be used if available and as necessary. Centrally budgeted indirect costs for county and employee insurance and other centrally paid general costs will be reviewed for possible inclusion in the central services cost allocation plan. Building use charges and appropriate equipment use charges will be calculated in accordance with federal (*OMB Circular A-87*) requirements and included in the pool of costs to be allocated.

Task 2. Classify all Department units and other costs. After reviewing the latest organizational charts, all cost centers/organizational units identified in the prior cost allocation proposals are reviewed to insure their proper classification as direct or indirect. This task is required to insure that only allowable activities are allocated and that all units or programs are accounted for.

Task 3. Document administrative departments, functions and costs. The task focuses on identifying those units with responsibility for providing services to other units within the Department. These are typically performing such services as accounting, auditing, personnel and purchasing, information systems support, etc. We will determine the best means for identifying the cost of central service activities and costs. Building use charges will be allocated based on actual square footage occupied. Equipment use charges will be based on the actual inventory balances by department.

Task 4. Prepare cost allocation schedules. For all administrative indirect units, a schedule will be prepared showing the expenditures of the central indirect departments during the 2006 fiscal year. Any disallowed expenditures under *OMB Circular A-87* guidelines are eliminated, and equipment use charges are added. The resulting amounts are allowable indirect costs benefiting units and programs. A summary schedule will be prepared that identifies a matrix of indirect costs allocated to all direct County departments.

Task 5. Review of the completed cost allocation plan. If requested we will review with the representatives of the County.

- Finalize cost indirect rate proposal for presentation to the Department and the State of Missouri Department of Social Services, Office of Child Support Enforcement. The plan will be finalized in the format required for presentation to CSE. Required documents include:

Cost Allocation Plan –Scope of Work
Attachment to February 20, 2007 letter to Ms. Melinda Bobbitt

- Certification
 - Description of services provided and method of allocation
 - Summary of directly claimed CSE costs in the Office of the Prosecuting Attorney and Circuit Clerk
 - Summary of indirect costs for each of the two offices (from the indirect cost plan)
 - Summary of the direct wage “base” in the Prosecuting Attorney’s office used in the calculation of the indirect rate.
 - Calculation of proposed indirect rate for the Prosecuting Attorney. The rate is proposed as a final rate for FY 2006 and a provisional rate for use until the actual costs are updated.
-
- Negotiate the indirect cost rate proposal with the State Office of Child Support Enforcement (Department of Social Services). We will assist the County in all aspects of the negotiation process and respond to questions and requests for additional information from the State. During this process we will keep you informed and seek to secure the fairest possible agreement.
 - Assistance in monitoring claims to the State for recovery of funds due the County. As requested and necessary, consultant will also monitor the progress of claims through the State to insure the County receives recoveries due it.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2007

In the County Commission of said county, on the 8th day of March 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 disposal of the following wrecked vehicle by turning vehicle over to our insurance company, Thomas McGee:

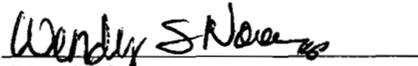
2005 Ford Crown Victoria Car VIN# 2FAFP71WY5X113325

Done this 8th day of March, 2007.

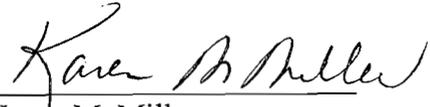


Kenneth M. Pearson
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

to verify for Commission Mtg 101-2007

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 2/14/07

FIXED ASSET TAG NUMBER: 14769

RECEIVED

DESCRIPTION: 2005 Ford Crown Victoria

FEB 13 2007

REQUESTED MEANS OF DISPOSAL: Vehicle will be picked up by insurance company.

BOONE COUNTY AUDITOR

OTHER INFORMATION: 2 FAFP 71 VXS X 113325

CONDITION OF ASSET: Vehicle is a total loss per insurance company.

REASON FOR DISPOSITION: Vehicle was hit by another motorist and was considered a total loss by adjuster.

DESIRED DATE FOR ASSET REMOVAL TO STORAGE AND CURRENT LOCATION OF ASSET: Vehicle on Sheriff's Department gravel lot.

DEPARTMENT: Sheriff's Department

SIGNATURE Daryl Casey

AUDITOR

RECEIPT INTO - 2901-3835

ORIGINAL PURCHASE DATE 11/9/2004
ORIGINAL COST 19,827.00
ORIGINAL FUNDING SOURCE 2787
1605

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

OTHER EXPLAIN Totaled vehicle - will be picked up by insurance company

COMMISSION ORDER NUMBER 101-2007

DATE APPROVED 3/8/2007

SIGNATURE [Signature]

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2007

In the County Commission of said county, on the 8th day of March 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 09-23FEB07 – IT Check Point Security Equipment to Enterprise Consulting Group. It is further ordered the Presiding Commissioner is herby authorized to sign said contract.

Done this 8th day of March, 2007.


Kenneth M Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
IT CHECK POINT SECURITY EQUIPMENT**

THIS AGREEMENT dated the 8 day of March 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Enterprise Consulting Group** 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 IT Check Point Security Equipment, County of Boone Request for Bid for **IT Check Point Security Equipment**, bid number **09-23FEB07** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Addendum #1, Addendum #2 as well as the Contractor's bid response dated February 20, 2007 and executed by Eric Codak on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the County of Boone Request for Bid for IT Check Point Security Equipment, bid number 09-23FEB07, including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the un-executed Response Form shall prevail and control over the Contractor's bid response.

2. **Purchases/Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County IT Check Point Security Equipment, as identified and responded to in the Contractor's Revised #2 Response Form. Equipment and service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County as follows: 4.8.1. @ \$15,000.00; 4.8.3. @ \$1,380.00; 4.8.4. @ \$300.00; 4.8.5. @ \$10,800.00; 4.8.6. @ \$2,250.00; 4.8.7. @ \$207.00; 4.8.8. @ \$45.00; 4.8.9. @ \$1,620.00; 4.8.2. @ \$1,050.00; 4.8.10. @ \$2,625.00; 4.8.11. @ \$241.50; 4.8.12. @ \$52.50; 4.8.13. @ \$1,890.00; 4.8.14. @ \$150.00 per hour. Following completion of installation of equipment, annual support will be \$9,981.00 per year. This annual support may be extended beyond the expiration date by order of the County for four additional one year periods following the first year, 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. **Delivery** - Contractor agrees to begin the project 7-14 days after receipt of Notice to Proceed and complete the project per the bid specifications within 14-21 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Information Technology Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

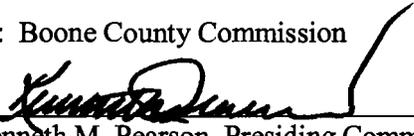
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

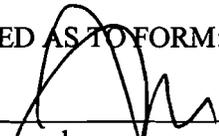
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

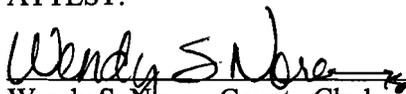
ENTERPRISE CONSULTING GROUP

by 
title Director of Sales

BOONE COUNTY, MISSOURI

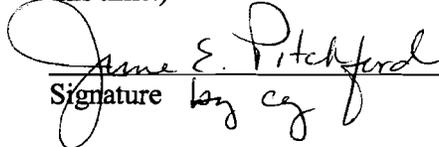
by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u></u>	<u>2/28/07</u>	<u>1170/92301/\$41,061.00</u>
Signature <i>by cog</i>	Date	Appropriation Account

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2007

PRODUCER (314)991-8866 FAX: (314)991-2326
 A Financial Group, LLC
 1177 N. Warson Road Ste 100
 Suite 100
 Saint Louis MO 63132

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

INSURED
 E C Acquisition, LLC
 12101 Woodcrest Executive Driv
 Suite 100
 St. Louis MO 63141

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CNA Insurance Co	
INSURER B: American Casualty Co of	
INSURER C: The Continental Casualty	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	2083072484	2/24/2007	2/24/2008	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG \$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY	2083072498	2/24/2007	2/24/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY	2083072517	2/24/2007	2/24/2008	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE				
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2083072503	2/24/2007	2/24/2008	WC STATUTORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C		OTHER Errors & Omissions	267992095	2/24/2007	2/24/2008	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Aggregate \$1,000,000
						Each Claim \$1,000,000
						Retention \$25,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 Boone County, Missouri is included as Additional Insured solely with respect to General Liability coverage evidenced herein as required by written contract.

CERTIFICATE HOLDER

Boone County, Missouri
 Attn: Melinda Bobbitt
 601 E Walnut, Room 208
 Columbia, MO 65201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 Stephen Hall/KAREN

4. **REVISED #2 Response Form** - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

4.1. Company Name: Enterprise Consulting Group

4.2. Address: 12101 Woodcrest Executive Drive

4.3. City/Zip: St. Louis, MO 63141

4.4. Phone Number: 314.205.9030

4.5. Fax Number: 314.205.9766

4.6. Federal Tax ID: 43-180664

4.7. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, which has 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.

4.7.1. Authorized Representative (Sign By Hand):



4.7.2. Type or Print Signed Name:

Eric Codak

4.7.3. Today's Date: 2/20/07

4.8.	CHECK POINT SOFTWARE: (NO SUBSTITUTES ALLOWED)	Quantity (Each)	Unit Price	Extended Price
4.8.1.	CPUTM-CKPP-5-U: UTM Power Management & Gateway Bundle Software for Unlimited Users and up to five Managed Sites	1	15,000	15,000
4.8.3.	CPVP-SNX-25: SSL Network Extender (25 Users)	1	1,380	1,380
4.8.4.	CPWS-ICS-25: Integrity Clientless Security (25 Users)	1	300	300
4.8.5.	CPMP-EVA-5: Eventia Analyzer (5 Devices)	1	10,800	10,800

	CHECK POINT SOFTWARE SUBSCRIPTION: (NO SUBSTITUTES ALLOWED)	Quantity (Each)	Unit Price	Extended Price
4.8.6.	CPES-SS: UTM Power Management & Gateway Bundle Software for Unlimited Users and up to 5 Managed Sites	1	2,250.00	2,250.00
4.8.7.	CPES-SS: SSL Network Extender (25 Users)	1	207.00	207.00
4.8.8.	CPES-SS: Integrity Clientless Security (25 Users)	1	45.00	45.00
4.8.9.	CPES-SS: Eventia Analyzer (5 Devices)	1	1,620.00	1,620.00
4.8.2.	CPPWR-SMDF-U: Smart Defense Services (per Cluster Enforcement)	1	1,050.00	1,050.00
	CHECK POINT PHONE SUPPORT by Contractor or Check Point	Quantity (Each)	Unit Price	Extended Price
4.8.10.	24x7 Phone Support: UTM Power Management & Gateway Bundle Software for Unlimited Users and up to 5 Managed Sites	1	2,625.00	2,625.00
4.8.11.	24x7 Phone Support: SSL Network Extender (25 Users)	1	241.50	241.50
4.8.12.	24x7 Phone Support: Integrity Clientless Security (25 Users)	1	52.50	52.50
4.8.13.	24x7 Phone Support: Eventia Analyzer (5 Devices)	1	1,890.00	1,890.00
	SUB-TOTAL (4.8.1 THROUGH 4.8.13.)		\$37,461.00	
	PROFESSIONAL SERVICES (Estimated Quantity) – Regular Business Hours	Quantity (Each)	Unit Price/hour	Extended Price
4.8.14.	On-Site Implementation (Per Hour) – Regular Business Hours (Quantity is Estimated)	24	150.00	3,600
	ANNUAL SUPPORT			
4.8.15.	Year One of Annual Support: From date of completion of installation through one year	\$9,981.00		
4.8.16.	Year Two of Annual Support	\$9,981.00		
4.8.17.	Year Three of Annual Support	\$9,981.00		
4.8.18.	Year Four of Annual Support	\$9,981.00		
4.8.19.	Year Five of Annual Support	\$9,981.00		
4.8.20.	GRAND TOTAL (4.8.1. + 4.8.3. + 4.8.4. + 4.8.5. + 4.8.14. + 4.8.15. + 4.8.16. + 4.8.17. + 4.8.18. + 4.8.19.)	\$80,985.00		
	PROFESSIONAL SERVICES (Estimated Quantity) – After-Hour Services	Quantity (Each)	Unit Price/hour	Extended Price
	On-Site Implementation (Per Hour) – After Hour Services (Quantity is Estimated)	24	200.00	4,800

4.9. 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

4.10. Describe the warranty applicable to parts, software and labor. Warranty shall commence upon complete installation by the Contractor and acceptance by the County. The Contractor must guarantee all products against all defects and shall make adjustments and replace defective items without additional cost to the County during the warranty period.

- Customer will receive Check Point Software EULA upon purchase-

4.11. Work will begin on this project: 7-14 Days After Receipt of Purchase Order

4.12. Project will be completed: 14-21 Days After Receipt of Purchase Order

4.13. Describe any deviations from bid specifications:

-Customer must provide appropriate Hardware-

4.14. State Support Center Phone Number and describe certification of engineers that will provide the Check Point Phone Support. Attach additional pages if needed:

-ECG Support Phone Number 1-866-ECG-4300. ECG is a Check Point Partner with support engineers certified at the highest levels.-



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201
Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymmo.org

Bid Data

Bid Number: **09-23FEB07**

Commodity Title: ***Information Technology Check Point Security Equipment***

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **FRIDAY – February 23, 2007**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**

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

Bid Opening

Day / Date: **FRIDAY – February 23, 2007**
Time: **1:30 P.M. C.S.T.**

Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

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

1. Introduction and General Conditions of Bidding

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – For the Furnishing, Delivery, Installation, Configuration, Integration and Testing of **Check Point Security Equipment** for the Information Technology Department of the County of Boone - Missouri as detailed in the following specifications.
- 2.1.1. **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 bidder desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. The 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.
- 2.2. **BACKGROUND INFORMATION:** The County's current firewall and IDS (Intrusion Detection System) appliances are at end of life this year. **Current Equipment:** 2 – Cisco Pix 515; 3 – Cisco 4210 IDS; and 1 – Cisco 4215 IDS. This is for a total of five networks. DMZ, Court Services, GIS Consortium, Internal LAN and outside interface.
- 2.3. **GENERAL REQUIREMENTS:** For the Furnishing, Delivery, Installation, Configuration, Integration and Testing of all software and hardware items included in this bid. The equipment at a minimum shall:
- Protect our network from the perimeter.
 - Route certain traffic to certain servers based on the service that the County needs.
 - Be able to get reports of activity
 - See traffic in real time
 - Block traffic in real time
 - SSL VPN
 - Peer to Peer VPN
 - Have a minimum of (4) - gigabit interfaces and (1) -10/100 interface for the outside interface; be able to add more interfaces down the road
 - Report on top visited websites
 - Block websites by URL not IP address
 - Have IDS/IPS capability
- 2.3.1. No substitutions allowed. Specific product required per bid specifications. Bids for alternates will be considered non-responsive and rejected.
- 2.3.2. A complete itemized list of equipment, including printed literature and factory specification sheets, stating name, model number and options of the proposed equipment shall be attached to the bid.
- 2.3.3. Sample printed warranty shall accompany bid.
- 2.3.4. One set of instruction and service manuals shall be furnished
- 2.3.5. Supplier shall itemize all equipment serial numbers on invoice or separate sheet.
- 2.3.6. All equipment shall be factory new, not reconditioned, and in current production at the time of delivery.
- 2.4. **Check Point Software Specifications**
- 2.4.1. **UTM Power Management & Gateway Bundle Software for Unlimited Users and up to five Managed Sites: Product Number: CPUTM-CKPP-5-U**
- 2.4.1.1. Shall include VPN-1 Firewall and SmartCenter Management Bundle for UTM for an unlimited amount of users and up to five managed remote sites with: SmartView Monitor, SmartUpdate, SmartMap, SmartDirectory, SmartLSM, Management High Availability and SmartPortal. Software only. County will provide hardware.
- 2.4.1.2. Shall include VPN-1 Firewall for Clustered High-Availability configuration. Software only. County will provide hardware.
- 2.4.2. **Smart Defense Services (per Cluster Enforcement): Product Number: CPPWR-SMDF-U**
- 2.4.2.1. SmartDefense Services provide ongoing, real-time updates and configuration advisories for defenses and security policies. SmartDefense Services will be licensed annually.

- 2.4.3. **SSL Network Extender (25 Users): Product Number: CPVP-SNX-25**
- 2.4.3.1. SSL Network Extender is a browser plug-in that provides clientless remote access, while delivering full network connectivity for any IP-based application.
- 2.4.3.2. SSL Network Extender adds SSL VPN functionality to the IPSec VPN capabilities of VPN-1 gateways, simplifying remote access deployment while providing maximum flexibility for any type of remote access scenario.
- 2.4.4. **Integrity Clientless Security (25 Users): Product Number CPWS-ICS-25**
- 2.4.4.1. Integrity Clientless Security (ICS), a separate licensed option that works with the SSL Extender, detects and disables spyware, ensures session confidentiality, and enforces security policy compliance before granting remote access.
- 2.4.5. **Eventia Analyzer (5 Devices): Product Number: CPMP-EVA-5**
- 2.4.5.1. Check Point Evential Analyzer is a comprehensive security event management solution that provides centralized, real-time correlation of log data for Check Point perimeter, internal and web security gateways; as well as third party security devices, network devices and applications. Evential Analyzer 5, 25, and 50 come with a single correlation unit. Licensed per number of Gateways/Devices. When working in Provider-1 environment, Evential 5 supports a single CMA. License is additive. Software only. County will provide hardware.
- 2.5. **Check Point Software Subscription Specifications**
- 2.5.1. **UTM Power Management & Gateway Bundle Software for Unlimited Users and up to five Managed Sites: Product Number: CPES-SS**
- 2.5.2. **SSL Network Extender (25 Users): Product Number: CPES-SS**
- 2.5.3. **Integrity Clientless Security (25 Users): Product Number: CPES-SS**
- 2.5.4. **Eventia Analyzer (5 Devices): Product Number: CPES-SS**
- 2.5.5. Shall include New Check Point software enhancement releases & hot fixes for one year.
- 2.6. **Check Point Phone Support provided by Contractor or Check Point**
- 2.6.1. **UTM Power Management & Gateway Bundle Software for Unlimited Users and up to 5 Managed Sites: Product Number: 24x7 Phone Support**
- 2.6.2. **SSL Network Extender (25 Users): Product Number: 24x7 Phone Support**
- 2.6.3. **Integrity Clientless Security (25 Users): Product Number: 24x7 Phone Support**
- 2.6.4. **Eventia Analyzer (5 Devices): Product Number: 24x7 Phone Support**
- 2.6.5. Shall include Monday-Sunday, 24x7 (hourly) phone support for the above mentioned software for a period of one(1) year.
- 2.7. **Professional Services Specifications**
- 2.7.1. **On-Site Implementation (Per Day)**
- 2.7.2. Shall include installation, configuration, integration and testing of all of the software and hardware items included in this bid by a trained and certified engineer. Bidder shall quote hourly rates for regular business hours and after-hours services on Response Form.
- 2.8. **Annual Support:** Annual Support shall be provided yearly with Check Point Software Subscription and Check Point Phone Support by Contractor or Check Point. Firm, fixed pricing for one-year increments of annual support shall be bid on the Response Page through the fifth year of annual support.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.9.1. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits

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

- 2.9.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.9.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.9.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work..
- 2.9.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.10. **BID/CLARIFICATION CONTACT** - Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone: (573) 886-4391; Fax: (573) 886-4390; E-mail: Mbobbitt@boonecountymmo.org.
- 2.11. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct statement.
- 2.12. **DELIVERY** - FOB Destination - Delivery to the Boone County Information Technology Department. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

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 here. Failure to adhere to all requirements may result in 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."
- 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 bid number and the due date and time.
- 3.2.2. **Advice of Award** - The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.



BOONE COUNTY, MISSOURI
Request for Bid #: 09-23FEB07 – IT Check Point Security Equipment

ADDENDUM #2
(Issued February 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. REPLACE *Revised Response Form* that was included with Addendum #1 with the attached *Revised #2 Response Form*.

By:



Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid # 09-23FEB07 – *IT Check Point Security Equipment*, receipt of which is hereby acknowledged:

Company Name: Enterprise Consulting Group

Address: 12101 Woodcrest Executive Drive

St. Louis, MO 63141

Phone Number: 314.205.9030

Fax Number: 314.205.9766

Authorized Representative Signature:



Date: 02/20/07

Authorized Representative Printed Name: Eric Codak



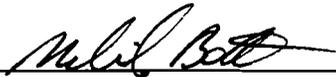
BOONE COUNTY, MISSOURI
Request for Bid #: 09-23FEB07 – IT Check Point Security Equipment

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I. REPLACE *Revised Response Form* that was included with Addendum #1 with the attached *Revised #2 Response Form*.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid # 09-23FEB07 – *IT Check Point Security Equipment*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Authorized Representative Signature: _____

Date: _____

Authorized Representative Printed Name: _____

4. **REVISED #2 Response Form** - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.7. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, which has 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.

4.7.1. Authorized Representative (Sign By Hand): _____

4.7.2. Type or Print Signed Name: _____

4.7.3. Today's Date: _____

4.8.	CHECK POINT SOFTWARE: (NO SUBSTITUTES ALLOWED)	Quantity (Each)	Unit Price	Extended Price
4.8.1.	CPUTM-CKPP-5-U: UTM Power Management & Gateway Bundle Software for Unlimited Users and up to five Managed Sites	1		
4.8.3.	CPVP-SNX-25: SSL Network Extender (25 Users)	1		
4.8.4.	CPWS-ICS-25: Integrity Clientless Security (25 Users)	1		
4.8.5.	CPMP-EVA-5: Eventia Analyzer (5 Devices)	1		

	CHECK POINT SOFTWARE SUBSCRIPTION: (NO SUBSTITUTES ALLOWED)	Quantity (Each)	Unit Price	Extended Price
4.8.6.	CPES-SS: UTM Power Management & Gateway Bundle Software for Unlimited Users and up to 5 Managed Sites	1		
4.8.7.	CPES-SS: SSL Network Extender (25 Users)	1		
4.8.8.	CPES-SS: Integrity Clientless Security (25 Users)	1		
4.8.9.	CPES-SS: Eventia Analyzer (5 Devices)	1		
4.8.2.	CPPWR-SMDF-U: Smart Defense Services (per Cluster Enforcement)	1		
	CHECK POINT PHONE SUPPORT by Contractor or Check Point	Quantity (Each)	Unit Price	Extended Price
4.8.10.	24x7 Phone Support: UTM Power Management & Gateway Bundle Software for Unlimited Users and up to 5 Managed Sites	1		
4.8.11.	24x7 Phone Support: SSL Network Extender (25 Users)	1		
4.8.12.	24x7 Phone Support: Integrity Clientless Security (25 Users)	1		
4.8.13.	24x7 Phone Support: Eventia Analyzer (5 Devices)	1		
	SUB-TOTAL (4.8.1 THROUGH 4.8.13.)		\$ _____	
	PROFESSIONAL SERVICES (Estimated Quantity) – Regular Business Hours	Quantity (Each)	Unit Price/hour	Extended Price
4.8.14.	On-Site Implementation (Per Hour) – Regular Business Hours (Quantity is Estimated)	24		
	ANNUAL SUPPORT			
4.8.15.	Year One of Annual Support: From date of completion of installation through one year	\$ _____		
4.8.16.	Year Two of Annual Support	\$ _____		
4.8.17.	Year Three of Annual Support	\$ _____		
4.8.18.	Year Four of Annual Support	\$ _____		
4.8.19.	Year Five of Annual Support	\$ _____		
4.8.20.	GRAND TOTAL (4.8.1. + 4.8.3. + 4.8.4. + 4.8.5. + 4.8.14. + 4.8.15. + 4.8.16. + 4.8.17. + 4.8.18. + 4.8.19.)		\$ _____	
	PROFESSIONAL SERVICES (Estimated Quantity) – After-Hour Services	Quantity (Each)	Unit Price/hour	Extended Price
	On-Site Implementation (Per Hour) – After Hour Services (Quantity is Estimated)	24		

4.9. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
_____ Yes _____ No

4.10. Describe the warranty applicable to parts, software and labor. Warranty shall commence upon complete installation by the Contractor and acceptance by the County. The Contractor must guarantee all products against all defects and shall make adjustments and replace defective items without additional cost to the County during the warranty period.

4.11. Work will begin on this project: _____ Days After Receipt of Purchase Order

4.12. Project will be completed: _____ Days After Receipt of Purchase Order

4.13. Describe any deviations from bid specifications:

4.14. State Support Center Phone Number and describe certification of engineers that will provide the Check Point Phone Support. Attach additional pages if needed:



BOONE COUNTY, MISSOURI
Request for Bid #: 09-23FEB07 – IT Check Point Security Equipment

ADDENDUM #1
(Issued February 9, 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*.

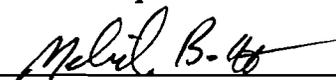
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

I. Changes to RFB Specifications:

MOVE paragraph 2.4.2. Smart Defense Services and paragraph 2.4.2.1. from under 2.4. Check Point Software Specifications to UNDER 2.5. Check Point Software Subscription Specifications.

REPLACE *Response Form* with the attached *Revised Response Form*.

By:



Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 09-23FEB07 – IT Check Point Security Equipment, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

4. REVISED Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. Federal Tax ID:

4.7. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, which has 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.

4.7.1. Authorized Representative (Sign By Hand):

4.7.2. Type or Print Signed Name:

4.7.3. Today's Date:

4.8.	CHECK POINT SOFTWARE: (NO SUBSTITUTES ALLOWED)	Quantity (Each)	Unit Price	Extended Price
4.8.1.	CPUTM-CKPP-5-U: UTM Power Management & Gateway Bundle Software for Unlimited Users and up to five Managed Sites	1		
4.8.3.	CPVP-SNX-25: SSL Network Extender (25 Users)	1		
4.8.4.	CPWS-ICS-25: Integrity Clientless Security (25 Users)	1		
4.8.5.	CPMP-EVA-5: Eventia Analyzer (5 Devices)	1		
	CHECK POINT SOFTWARE SUBSCRIPTION: (NO SUBSTITUTES ALLOWED)	Quantity (Each)	Unit Price	Extended Price

4.8.6.	CPES-SS: UTM Power Management & Gateway Bundle Software for Unlimited Users and up to 5 Managed Sites	1		
4.8.7.	CPES-SS: SSL Network Extender (25 Users)	1		
4.8.8.	CPES-SS: Integrity Clientless Security (25 Users)	1		
4.8.9.	CPES-SS: Eventia Analyzer (5 Devices)	1		
4.8.2.	CPPWR-SMDF-U: Smart Defense Services (per Cluster Enforcement)	1		
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	ANNUAL SUPPORT			
4.8.15.	Year One of Annual Support: From date of completion of installation through one year	\$ _____		
4.8.16.	Year Two of Annual Support	\$ _____		
4.8.17.	Year Three of Annual Support	\$ _____		
4.8.18.	Year Four of Annual Support	\$ _____		
4.8.19.	Year Five of Annual Support	\$ _____		
4.8.20.	GRAND TOTAL (4.8.1. THROUGH 4.8.19.)		\$ _____	
	PROFESSIONAL SERVICES (Estimated Quantity) – After-Hour Services	Quantity (Each)	Unit Price/hour	Extended Price
	On-Site Implementation (Per Hour) – After Hour Services (Quantity is Estimated)	24		

4.9. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
 _____ Yes _____ No

4.10. Describe the warranty applicable to parts, software and labor. Warranty shall commence upon complete installation by the Contractor and acceptance by the County. The Contractor must guarantee all products against all defects and shall make adjustments and replace defective items without additional cost to the County during the warranty period.

4.11. Work will begin on this project: _____ Days After Receipt of Purchase Order

4.12. Project will be completed: _____ Days After Receipt of Purchase Order

4.13. Describe any deviations from bid specifications:

4.14. State Support Center Phone Number and describe certification of engineers that will provide the Check Point Phone Support. Attach additional pages if needed:



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201
Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymmo.org

Bid Data

Bid Number: **09-23FEB07**

Commodity Title: ***Information Technology Check Point Security Equipment***

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **FRIDAY – February 23, 2007**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**

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

Bid Opening

Day / Date: **FRIDAY – February 23, 2007**
Time: **1:30 P.M. C.S.T.**

Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

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

1. Introduction and General Conditions of Bidding

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – For the Furnishing, Delivery, Installation, Configuration, Integration and Testing of **Check Point Security Equipment** for the Information Technology Department of the County of Boone - Missouri as detailed in the following specifications.
 - 2.1.1. **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 bidder desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. The 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.
- 2.2. **BACKGROUND INFORMATION:** The County's current firewall and IDS (Intrusion Detection System) appliances are at end of life this year. **Current Equipment:** 2 – Cisco Pix 515; 3 – Cisco 4210 IDS; and 1 – Cisco 4215 IDS. This is for a total of five networks. DMZ, Court Services, GIS Consortium, Internal LAN and outside interface.
- 2.3. **GENERAL REQUIREMENTS:** For the Furnishing, Delivery, Installation, Configuration, Integration and Testing of all software and hardware items included in this bid. The equipment at a minimum shall:
 - Protect our network from the perimeter.
 - Route certain traffic to certain servers based on the service that the County needs.
 - Be able to get reports of activity
 - See traffic in real time
 - Block traffic in real time
 - SSL VPN
 - Peer to Peer VPN
 - Have a minimum of (4) - gigabit interfaces and (1) -10/100 interface for the outside interface; be able to add more interfaces down the road
 - Report on top visited websites
 - Block websites by URL not IP address
 - Have IDS/IPS capability
 - 2.3.1. No substitutions allowed. Specific product required per bid specifications. Bids for alternates will be considered non-responsive and rejected.
 - 2.3.2. A complete itemized list of equipment, including printed literature and factory specification sheets, stating name, model number and options of the proposed equipment shall be attached to the bid.
 - 2.3.3. Sample printed warranty shall accompany bid.
 - 2.3.4. One set of instruction and service manuals shall be furnished
 - 2.3.5. Supplier shall itemize all equipment serial numbers on invoice or separate sheet.
 - 2.3.6. All equipment shall be factory new, not reconditioned, and in current production at the time of delivery.
- 2.4. **Check Point Software Specifications**
 - 2.4.1. **UTM Power Management & Gateway Bundle Software for Unlimited Users and up to five Managed Sites: Product Number: CPUTM-CKPP-5-U**
 - 2.4.1.1. Shall include VPN-1 Firewall and SmartCenter Management Bundle for UTM for an unlimited amount of users and up to five managed remote sites with: SmartView Monitor, SmartUpdate, SmartMap, SmartDirectory, SmartLSM, Management High Availability and SmartPortal. Software only. County will provide hardware.
 - 2.4.1.2. Shall include VPN-1 Firewall for Clustered High-Availability configuration. Software only. County will provide hardware.
 - 2.4.2. **Smart Defense Services (per Cluster Enforcement): Product Number: CPPWR-SMDF-U**
 - 2.4.2.1. SmartDefense Services provide ongoing, real-time updates and configuration advisories for

defenses and security policies. SmartDefense Services will be licensed annually.

- 2.4.3. **SSL Network Extender (25 Users): Product Number: CPVP-SNX-25**
- 2.4.3.1. SSL Network Extender is a browser plug-in that provides clientless remote access, while delivering full network connectivity for any IP-based application.
- 2.4.3.2. SSL Network Extender adds SSL VPN functionality to the IPSec VPN capabilities of VPN-1 gateways, simplifying remote access deployment while providing maximum flexibility for any type of remote access scenario.
- 2.4.4. **Integrity Clientless Security (25 Users): Product Number CPWS-ICS-25**
- 2.4.4.1. Integrity Clientless Security (ICS), a separate licensed option that works with the SSL Extender, detects and disables spyware, ensures session confidentiality, and enforces security policy compliance before granting remote access.
- 2.4.5. **Eventia Analyzer (5 Devices): Product Number: CPMP-EVA-5**
- 2.4.5.1. Check Point Evential Analyzer is a comprehensive security event management solution that provides centralized, real-time correlation of log data for Check Point perimeter, internal and web security gateways; as well as third party security devices, network devices and applications. Evential Analyzer 5, 25, and 50 come with a single correlation unit. Licensed per number of Gateways/Devices. When working in Provider-1 environment, Evential 5 supports a single CMA. License is additive. Software only. County will provide hardware.
- 2.5. **Check Point Software Subscription Specifications**
- 2.5.1. **UTM Power Management & Gateway Bundle Software for Unlimited Users and up to five Managed Sites: Product Number: CPES-SS**
- 2.5.2. **SSL Network Extender (25 Users): Product Number: CPES-SS**
- 2.5.3. **Integrity Clientless Security (25 Users): Product Number: CPES-SS**
- 2.5.4. **Eventia Analyzer (5 Devices): Product Number: CPES-SS**
- 2.5.5. Shall include New Check Point software enhancement releases & hot fixes for one year.
- 2.6. **Check Point Phone Support provided by Contractor or Check Point**
- 2.6.1. **UTM Power Management & Gateway Bundle Software for Unlimited Users and up to 5 Managed Sites: Product Number: 24x7 Phone Support**
- 2.6.2. **SSL Network Extender (25 Users): Product Number: 24x7 Phone Support**
- 2.6.3. **Integrity Clientless Security (25 Users): Product Number: 24x7 Phone Support**
- 2.6.4. **Eventia Analyzer (5 Devices): Product Number: 24x7 Phone Support**
- 2.6.5. Shall include Monday-Sunday, 24x7 (hourly) phone support for the above mentioned software for a period of one(1) year.
- 2.7. **Professional Services Specifications**
- 2.7.1. **On-Site Implementation (Per Day).**
- 2.7.2. Shall include installation, configuration, integration and testing of all of the software and hardware items included in this bid by a trained and certified engineer. Bidder shall quote hourly rates for regular business hours and after-hours services on Response Form.
- 2.8. **Annual Support:** Annual Support shall be provided yearly with Check Point Software Subscription and Check Point Phone Support by Contractor or Check Point. Firm, fixed pricing for one-year increments of annual support shall be bid on the Response Page through the fifth year of annual support.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.9.1. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's

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

- 2.9.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.9.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.9.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work..
- 2.9.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract; contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.10. **BID/CLARIFICATION CONTACT** - Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone: (573) 886-4391; Fax: (573) 886-4390; E-mail: Mbobbitt@boonecountymmo.org.
- 2.11. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct statement.

2.12. **DELIVERY - FOB Destination - Delivery to the Boone County Information Technology Department. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.**

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 here. Failure to adhere to all requirements may result in 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."
- 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 bid number and the due date and time.
- 3.2.2. **Advice of Award** - The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

4. Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

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

4.7. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, which has 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.

4.7.1. Authorized Representative (Sign By Hand):

4.7.2. Type or Print Signed Name:

4.7.3. Today's Date: _____

4.8.	CHECK POINT SOFTWARE: (NO SUBSTITUTES ALLOWED)	Quantity (Each)	Unit Price	Extended Price
4.8.1.	CPUTM-CKPP-5-U: UTM Power Management & Gateway Bundle Software for Unlimited Users and up to five Managed Sites	1		
4.8.2.	CPPWR-SMDF-U: Smart Defense Services (per Cluster Enforcement)	1		
4.8.3.	CPVP-SNX-25: SSL Network Extender (25 Users)	1		
4.8.4.	CPWS-ICS-25: Integrity Clientless Security (25 Users)	1		
4.8.5.	CPMP-EVA-5: Eventia Analyzer (5 Devices)	1		
	CHECK POINT SOFTWARE SUBSCRIPTION: (NO SUBSTITUTES ALLOWED)	Quantity (Each)	Unit Price	Extended Price
4.8.6.	CPES-SS: UTM Power Management & Gateway Bundle Software for Unlimited Users and up to 5 Managed Sites	1		
4.8.7.	CPES-SS: SSL Network Extender (25 Users)	1		
4.8.8.	CPES-SS: Integrity Clientless Security (25 Users)	1		
4.8.9.	CPES-SS: Eventia Analyzer (5 Devices)	1		

4.14. State Support Center Phone Number and describe certification of engineers that will provide the Check Point Phone Support. Attach additional pages if needed:



Boone County Purchasing

601 E. Walnut, Room 208

Columbia, MO 65201

Melinda Bobbitt, Director

Phone: (573) 886-4391 - Fax (573) 886-4390

Standard Terms and Conditions

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.



"No Bid" Response Form

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

Melinda Bobbitt, CPPB, Director
(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: 09-23FEB07 – IT Check Point Security Equipment

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2007

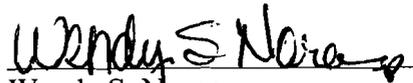
In the County Commission of said county, on the 8th day of March 20 07

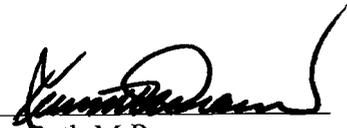
the following, among other proceedings, were had, viz:

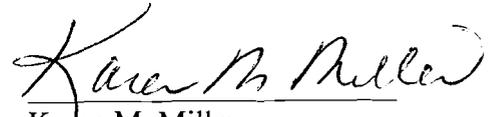
Now on this day the County Commission of the County of Boone does hereby approve the request to hire above Mid-Point for the Project Engineer, position number 606-2045 in the Public Works Department.

Done this 8th day of March, 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