

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned Term. 20 07

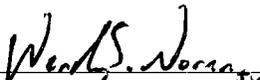
In the County Commission of said county, on the 11<sup>th</sup> day of September 20 07

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

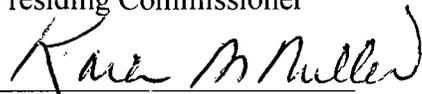
Now on this day the County Commission of the County of Boone does hereby approve the acceptance of the Award of Contract for VOCA (Victims of Crime Act) grant funds for the Victim Response Team in the amount of \$45,749.68.

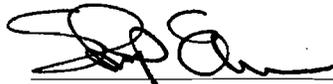
Done this 11<sup>th</sup> day of September, 2007.

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



# Missouri Department of Public Safety

## AWARD CONTINUATION SHEET

Page 2 of 2

CONTRACT NUMBER: 2005-VOCA-0098

AWARD DATE: October 1, 2007

AGENCY: Boone, County of

### SPECIAL CONDITIONS

The applicant assures that, if this project is intended for a law enforcement agency, such agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting. Section 43.505, subsection 3, states that "Every law enforcement agency in the state shall:

1. Submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department; and
2. Submit any other crime incident information which may be required by the Department of Public Safety."

Section 43.505, subsection 4 states "Any law enforcement agency that violates this section may be ineligible to receive state or federal funds which would otherwise be paid to such agency for law enforcement, safety or criminal justice purposes."

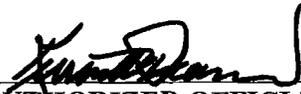
2. The applicant assures that, if the project is intended for a law enforcement agency, such agency is in compliance with the provisions of Section 590.650, RSMO relating to racial profiling. Failure to comply with these statutory provisions may result in the withholding of funds to the noncompliant law enforcement agency.
3. The applicant assures that, if funding under this contract is provided to any law enforcement agency, the law enforcement agency is in compliance with the provisions of Section 43.505, relating to uniform crime reporting, and Section 590.650, relating to racial profiling.
4. Applicant agency assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal infraction is related to the individual's employment.

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal infraction.

5. Applicant Agency assures that all VOCA grant funded employees will maintain timesheets detailing 100% of their work activities regardless if they are compensated 100% through VOCA.

**Failure to comply with these Special Conditions at any time during the contract period may result in termination of funding.**

### ACCEPTANCE OF SPECIAL CONDITIONS:

  
\_\_\_\_\_  
AUTHORIZED OFFICIAL                      9/14/07  
DATE

  
\_\_\_\_\_  
PROJECT DIRECTOR                      9-14-07  
DATE

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
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September Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the

11<sup>th</sup> day of September 20 07

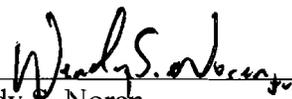
the following, among other proceedings, were had, viz:

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

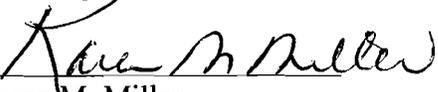
For driveway culvert permit #7069 (Todd Road) for the construction of an entrance along Todd Road with the condition that trees/foliage along both sides of the proposed driveway are removed to provide the maximum amount of sight distance as per Appendix B, Section 1.5 SIGHT DISTANCE FOR DRIVEWAYS, which references Standard Drawing 410.01C.

Done this 11<sup>th</sup> day of September, 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

**Road and Bridge Advisory Committee –May 3, 2007 – Minutes**

**ROAD AND BRIDGE ADVISORY COMMITTEE  
BOONE COUNTY GOVERNMENT CENTER  
801 E. Walnut Street, Columbia, Missouri 65201  
(573) 449-8515**

**Minutes****5:30PM****Thursday, September 6, 2007****I. Call to Order:**

The meeting was called to order by Dr. Tom Satalowich at 5:30p.m., Thursday, Sept. 6, 2007, in the Commission Chambers of the Roger I. Wilson Boone County Government Center.

**II. Roll Call:****a. Members Present:**

Mr. David Mink, P.E., Public Works  
Mr. Thad Yonke, Planning and Building Inspection  
Mr. Ken Pearson, Commission  
Dr. Tom Satalowich, Rock Bridge Township  
Mr. Frank Thomas, Perche Township  
Mr. Gregory Martin, Katy Township

**b. Members Absent:**

Mr. Dan Haid, Columbia Township  
Mr. James Cunningham, Three Creeks Township  
Mr. Robert Dollar, Bourbon Township  
Mr. Mike Hight, Rocky Fork Township

**c. Guests Present:**

None

**d. Staff Present:**

Mary Schooley, Recording Secretary

**III. Approval of Minutes:** Minutes from the meeting held on Aug. 2, 2007 were discussed. There were no additions or corrections. Dr. Satalowich moved to accept the minutes as presented. Mr. Pearson seconded the motion. The motion carried.

**IV. Variance Request:**

1. Kevin K Wilson – Driveway Permit #7069 (Todd Road)

Mr. Wilson was not present for the meeting to discuss the variance. The request letter that Mr. Wilson sent had sufficient information to make a recommendation.

Mr. Wilson requested a variance for the construction of an entrance along Todd Road. Todd Road is located west of Route B, south of McGee Road. Mr. Wilson stated in his variance request that due to the vertical curvature of the roadway and the sight constraints of their property, the location proposed is the best location for a driveway. Mr. Wilson also stated there are only two (2) residents east of the proposed driveway and that Todd Road is a dead end roadway, therefore the traffic volume on this road would be expected to be minimal.

**Road and Bridge Advisory Committee –May 3, 2007 – Minutes**

Dr. Satalowich opened the floor to discuss the variance. Mr. Mink stated that he did not see a problem with the variance as long as trees/foliage along both sides of the proposed driveway was removed for better sight distance.

Dr. Satalowich made a motion to approve the variance as presented with condition that trees/foliage are removed for sight distance. Mr. Yonke seconded. The motion carried.

V. **Old Business:**  
None

VI. **New Business:**  
None

VII. **Adjourn**  
Dr. Satalowich moved to adjourn the meeting. Mr. Yonke seconded the motion. Motion carried. The meeting was adjourned at 5:32p.m.

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September Session of the July Adjourned

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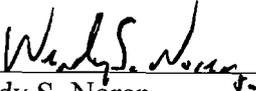
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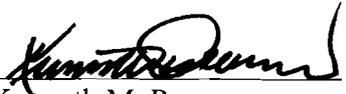
Now on this day the County Commission of the County of Boone does hereby accept the Revenue Sharing Reallocation Requests from:

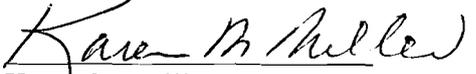
1. City of Centralia-  
 2007 - Add detailed engineering of Lakeview and Columbia Streets (construction of new elementary school). Use remaining \$13,812.00 on either engineering work for bidding & construction or for preliminary storm sewer installation associated with Lakeview and Columbia Streets work.
2. City of Hallsville-  
 2002 - Approximately \$16,000.00 for N. Street widening behind the high school.  
 2005-2007 - \$158,000 for replacement of roadway on Elizabeth Street, widening/wedging East Street, moving utilities, trees etc, replacing culverts various intersections, resurface curb and gutter Hudson Avenue, various storm water issues on the east side of town.
3. City of Harrisburg-  
 2006 - \$2,318.15 reallocate to 2007 project - paving existing gravel/maintain existing paved.
4. City of Hartsburg-  
 2001-2002 - Accumulate for storm water drainage at 1<sup>st</sup> & Sapp (after study is completed).  
 2003 - Alley work & crack sealing.  
 2004 - Will use full amount for culvert replacement behind the Hitching Post (public thorough fare).
5. City of Rocheport-  
 2007 - Diversion of water away from the homes and businesses in Rocheport. Meco engineering submitted estimated costs for: repair both sides of Ward Street rainwater drainage/gutters and culverts from 2<sup>nd</sup> Street to past the Katy Trail, repair both sides of Lewis Street rainwater drainage/gutters and culverts from 2<sup>nd</sup> Street to past the Katy Trail, repair both sides of Moniteau Street rainwater drainage/gutters and culverts from 2<sup>nd</sup> Street to past Katy Trail.
6. City of Sturgeon-  
 2007 - Maintain City streets by sealing cracks 1/4" or larger with hot pour rubberized crack sealant & installing a storm water drain in front of Larry's AF and new concrete along the parking area right-of-way.

Done this 11<sup>th</sup> day of September, 2007.

ATTEST:

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

  
\_\_\_\_\_  
Kenneth M. Pearson  
Presiding Commissioner

  
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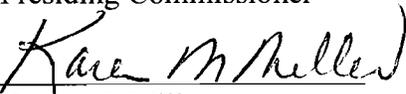
Now on this day the County Commission of the County of Boone does hereby approve the recommendation from the Road and Bridge Advisory Committee to deny the request of Missouri Auto Auction to allow a curb cut at Trade Center Drive at 61' rather than 150' to create a new entrance.

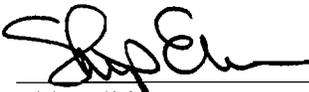
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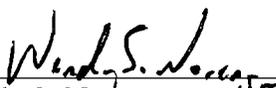
11<sup>th</sup> day of September 20 07

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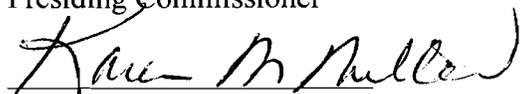
Now on this day the County Commission of the County of Boone does hereby award bid 10-23AUG07 – Food Products & Kitchen Supplies Term & Supply to US Foodservice-Allen Division. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 11<sup>th</sup> day of September, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
FOOD PRODUCTS & KITCHEN SUPPLIES - TERM AND SUPPLY**

**THIS AGREEMENT** dated the 11<sup>th</sup> day of September 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **US Foodservice-Allen Division**, 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 **Food Products and Kitchen Supplies Term and Supply**, County of Boone Request for Bid, bid number **10-23AUG07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated August 22, 2007 and executed by John Dudzinski, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on October 1, 2007 and extend through December 31, 2008 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

**4. Delivery** - Contractor agrees to deliver the items as specified and as requested by the County.

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

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



**4. Response Form**

- 4.1. Company Name: U.S. Foodservice - Allen Division
- 4.2. Address: 8543 Page Ave.
- 4.3. City/Zip: St. Louis, MO 63114
- 4.4. Phone Number: 314-426-4100 ext. 289
- 4.5. Fax Number: 314-787-1355
- 4.6. E-Mail Address: John.dudzinski@usfood.com
- 4.7. Federal Tax ID: 36-3642294
- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.8. **FIXED PERCENTAGE MARK-UP:** The bidder shall indicate below the fixed percentage mark-up for each category. The fixed percentage mark-up shall remain the same throughout the entire original contract period as well as each potential renewal period.

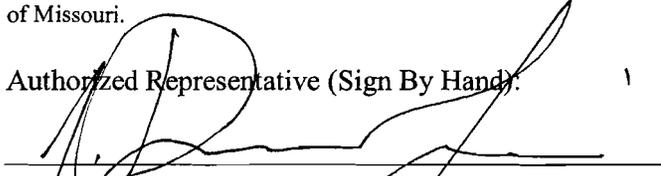
Category	Fixed % Mark-Up
4.8.1. Produce	14.9 %
4.8.2. Dairy	11 %
4.8.3. Meats (Fresh and Frozen)	7 %
4.8.4. Seafood (Fresh and Frozen)	7.5 %
4.8.5. Poultry (Fresh and Frozen)	7 %
4.8.6. Frozen Goods	10 %
4.8.7. Canned and Dry Goods	12.5 %
4.8.8. Beverage	12.5 %
4.8.9. Chemical Products	15 %
4.8.10. Supplies and Equipment	17.5 %
4.8.11. Health Care	11 %
4.8.12. Paper Products	15 %

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

**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE INCLUDING A LIST OF HOLIDAYS OBSERVED BY THE BIDDER'S ORGANIZATION**

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

4.10.1. Authorized Representative (Sign By Hand):



Date: 8.22.07

4.10.2. Print Name and Title of Authorized Representative

John Dudzinski  
Contract Acct Mgr.

Date: 8.22.07

**EXHIBIT A**  
**DESCENDING DOLLAR REPORT**

All pricing offered under the contract shall be the contractor's current stock price. The contractor's current stock price shall be the contractor's case cost plus the contractor's mark-up. *The bidder must submit a separate sheet detailing the grade and drained weight of each canned food item listed below.*

Case costs stated shall reflect pricing as obtained from their supplier(s) for the applicable item. Written documentation (e.g. copies of quotes or invoices) from the supplier(s) verifying the case cost quoted to the bidder for each of the items listed must be submitted with the bidder's response. *The supplier's quotes/invoices must reflect pricing available beginning July 23, 2007 through July 27, 2007.*

Note: The items listed below are for evaluation purposes only and shall not limit the County to purchase only the items listed.

<u>Description</u>	<u>Pack</u>	<u>Mfr Name</u>	<u>Mfg #</u>	<u>Cases</u>	<u>Case Size</u>	<u>Cost/Case</u>	<u>Extended Total</u>
TURKEY, BRST DELISKL	10#AVG	JENNIE-O FOODS	481340	28	2/case	41.30 (2.065#)	1156.40
APPLE, RED DEL FCY WA	CT	UNASSIGNED		45	175/case	23.96	4193.00
MILK, SKIM FF	1/2PNT	MILK CO INC	100118	120	48/case	10.12	485.76
PEANUT BUTTER, CRMY	5#	HOUSE BRAND	230049	23	6/case	37.46	861.58
CORN BF, HASH	#10	NESTLE BRANDS	05168	13	6/case	63.96	831.48
PRETZEL, TWIST MINI	7#	HOUSE BRAND	244201	83	1/case	10.02	831.66
HAM, TURKEY SMK	7#AVG	JENNIE-O FOODS	404283	40	2/case	23.66 (1.69#)	946.40
CHSE, AM 200SL YLW PM	5#	UNASSIGNED	079065	22	4/case	50.82	1118.04
BREAD, WHITE PULMN 26	24 OZ	FOXTAIL FARMS	593238	45	10/case	17.21	774.45
BF, GND 73/27 FINE	10#AVG	TYSON FRESH MEATS INC	D0211BH	8	8/case	92.08	736.64
SHAPE-UP, BLUE RASPB	2.25	J&J SNACK FOODS	4011	37	100/case	18.80	695.60
CHIX, 8PC FRYR 2.75	43#AVG	PATUXENT FARMS	FS 12066	17	1/case	41.97	713.49
FRUIT, MIX DICE LT	#10	USF	160099	22	6/case	30.94	680.68
PEACH, SLI YC 90 LT	#10	US FOODSERVICE	162983	20	6/case	30.23	604.60
ORANGE, CHOICE FRESH	CT	CHEESE WORLD		29	138/case	27.17	787.93
SPORK, PLS WHT 5.75"	1000	FORT JAMES DIXIE	CMP21C	30	1/case	21.16	634.80
ZUCCHINI, W/TOM	#10	USF	173682	22	6/case	25.84	568.48
BOLOGNA, TRKY DELI	10#	UNASSIGNED	8563	24	2/case	24.61	590.64
BAG, S/W 6.5X7 SADDLE	2000	FOOD HANDLER INC	21-6709	23	1/case	24.12	554.76
RST BF, FLAT DELI FA	7#AVG	SARA LEE FOODS (MEATS)	<del>17521</del> 17704	10	2/case	48.23	482.30
SAUSAGE, SMK 4/1	10#	CROWLEY FOODS	09026	26	1/case	23.43	609.18

Description	Pack	Mfr Name	Mfg #	Cases	Case Size	Cost/Case	Extended Total
JELLY, ASST #2	.5 OZ	KRAFT FOODS	0006642100	65	200/case	8.65	562.25
CELERY, STICK 3-SPSU	#	CHEESE WORLD		14	4/case	39.07	546.98
DETRG, LDRY L5 PWDR	45 LB	PRIVATE BRAND DIST	3800103015	10	1/case	49.55	495.50
SALAMI, TRKY DELI	10#	UNASSIGNED	2566	17	2/case	29.70	504.90
MILK, CHOC 1%	1/2PT	UNASSIGNED	11102	52	48/case	11.52	599.04
CORN DOG, TRKY CN	4 OZ	STATE FAIR FOODS	09488	28	48/case	17.56	491.68
BEANS, GRN CT	#10	FORMAN CANNING CO	170524	24	6/case	18.53	444.72
MIX, MUFFIN PLAIN	#	GLISTER MARY-LEE	65015	20	6/case	22.08	441.60
CEREAL, CORN FLK	35 OZ	GLISTER MARY-LEE	76240	50	4/case	8.76	438.00
MAYONNAISE, 12 GR	12 GM	CF SAUER CO	270015	48	200/case	8.74	419.52
COD, FRMD PTN 3 Z	10#	GOOD HARBOR FILLET CO, INC	52154	18	1/case	23.54	423.72
LINR, 43X47 56G 1.1 G	100	USF	728059	13	1/case	42.65	554.45
VEG, MIX D:DICE FCY	#10	USF	170106	24	6/case	16.71	401.04
SUGAR, GRANU	50#	UNASSIGNED		17	1/case	22.65	385.05
JUICE, ORANGE PURE PK	4 OZ	QUAKER OATS	41289	30	72/case	13.48	404.40
GRAPEFRUIT, RED FRSH	CT	CHEESE WORLD		27	48/case	19.82	535.14
RNSE ADD, WRWSH D3	2.5GAL	PRIVATE BRAND DIST	38001003	4	1/case	97.59	390.36
EGG, MED WHT GRD A	15 DOZ	PACKER LABEL	5810811676	27	1/case	11.49	310.23
BACON, P/CKD PEPPER	150 CT	PATUXENT FARMS	405077	14	2/case	27.18	380.52
C/FLOWER, IOF	2#	USF	670070	16	12/case	22.30	356.80
CARROT, DICE FCY	#10	USF	170291	23	6/case	14.63	336.49
HOT DOG, TRKY 8:1 5"	10#	JENNIE-O FOODS	6128	19	2/case	18.70	355.30
MEATBALL, REGULAR	10#	HORMEL FOODS	32809	16	1/case	21.62	345.92
MIX, BISCUIT BTRMLK	#	GLISTER-MARY LEE CORP	65805	17	6/case	19.25	327.25
POT, SS 1/2" X1F NW	4.5#	USF	660124	22	6/case	15.59	342.98
OIL, FRYING LIQ VEG	35#	CONAMERA FOODS	290306	20	1/case	17.76	355.20
CORN, WK GLD	#10	USF	170170	20	6/case	16.47	329.40
BROCCOLI, CUT IOF	20#	USF	671195	21	1/case	15.26	320.46
BUN, HOTDOG 6" SLI	12 CT	FOXTAIL FARMS	590835	20	8/case	15.76	315.20
MILK, SKIM	1 GAL	PACKER LABEL		34	4/case	11.80	401.20
CARROT, STICK	5 LBS	CROSS VALLEY FARMS	042945	21	2/case	39.07	820.47

Description	Pack	Mfr Name	Mfg #	Cases	Case Size	Cost/Case	Extended Total
PEAR, DICE NW LT	#10	USF	160079	10	6/case	28.10	281.00
DRNK, FRT PNCH 100%	4 OZ	QUAKER OATS	41299	31	72/case	9.33	289.23
JUICE, APPLE PURE PK	4 OZ	QUAKER OATS	41292	31	72/case	9.21	285.51
PINAPL, TIDBIT JP	#10	USF	180704	13	6/case	25.59	332.67
CHIX, THGT MT B&S	10#	PACKER LABEL		6	4/case	52.06	312.36
JUICE, CRAN CKTL	4 OZ	QUAKER OATS	41296	30	72/case	9.08	272.40
TURKEY, FRITTER BRD	3.85 Z	PACKER LABEL	4040	14	41/case	18.70	261.80
BUN, HAMB 4"	12 CT	FOXTAIL FARMS	591149	16	8/case	16.43	262.88
PORK, CHOP SIRLN FZ	10#	SMITHFIELD PACKING	FZ 05151	14	1/case	23.65	331.10
RAVIOLI, BF W/MT SCE	#10	USF	150029	9	6/case	28.96	260.64
CONDITIONER, LDRY L8	5 GAL	PRIVATE BRAND DIST	38000015	3	1/case	87.53	262.59
CHIX, PATTY BRD BRWN	3.3 OZ	TYSON FOODS	975-928	10	100/case	31.80	318.00
CORN ON COB, 3" DMST	96	USF	670059	14	1/case	19.46	272.44
BAG, PAP 8# KRAFT	500	MONOGRAM	724961	11	2/case	23.84	262.24
DETRG, LDRY L6 LIQ HD	5 GAL	PRIVATE BRAND DIST	38000013	2	1/case	129.89	259.78
POT, PATTY GLD 2.25Z	2.25 OZ	MCCAIN FOODSERVICE	OIF00589	21	120/case	11.88	249.48
APPLE, SAUCE SWT	#10	HARVEST FOOD PRODUCTS	161541	14	6/case	16.52	231.28
BEANS, VEG FCY TOMSC	#10	USF	171340	12	6/case	19.09	229.08
PEAS, GRN SWT 3/4 S	#10	USF	173315	13	6/case	16.88	219.44
POT, DEH GRAN M/VC	#10 P	USF	5810801091	5	6/case	42.19	210.95
PICKL,SPEAR 300 REF	5 GAL	USF	5810801128	9	1/case	22.28	200.52
BF,BRDD PTY CN CKD	2.9 OZ	ADVANCE FOOD	1405	12	52/case	16.52	198.24
BLEACH,LIQ ULTRA	96 OZ	CLOROX CO	02490	14	6/case	12.27	171.78
SALAD, POT CLSC W/EG	10#	ORVAL KENT	42883	6	3/case	32.06	192.36
SUGAR, PKT 1/10Z	1000	USF	270067	16	2/case	11.70	182.20
MOP HD, 24Z W/TAILBND	EACH	RUBBERMAID COMMERCIAL	D113-06	31	1/case	6.04	187.24
MARGN, SOLID	1#	DEAN FOODS	100005	15	30/case	13.62	204.30
DETRG,DSHWG D10 HD	9 LB	PRIVATE BRAND DIST	38001031	2	4/case	91.23	182.46
PORK,RIB READY	3 OZ	HOLTEN MEAT CO	18009	6	72/case	29.65	177.90
CHIP, POT RIPPLE	1#	UNASSIGNED	2706	22	5/case	7.82	172.04
PORK,CHOP SIRLN FZ	10# AVG	SMITHFIELD PACKING	FZ 05151	8	1/case	23.65	189.20

Description	Pack	Mfr Name	Mfr #	Cases	Case Size	Cost/Case	Extended Total
MUSTARD, 4.5GR	4.5 GM	USF	273021	25	500/case	6.37	159.25
SAUCE, BBQ TEX BLUE	1 GAL	KEN'S FOOD	KE1055	6	4/case	27.79	166.74
CEREAL, WHT CRM QUICK	28 OZ	NABISCO BRANDS	3200137900	4	12/case	40.98	163.92
CEREAL, OATS QUICK	42 OZ	GLISTER MARY-LEE	36820	8	12/case	19.55	156.40
PASTRAMI, TRKY CURED	3# AVG	JENNIE-O-FOODS	806004	5	4/case	21.85 (1.819#)	109.15
BLUEBERRY, DMSTC IQF	5#	USF	630586	5	2/case	30.46	152.30
PEAR, SLI 80/90NW LT	#10	USF	162950	5	6/case	27.79	138.95
SAUCE, CHSE CHDR	#10	FORMAN CANNING CO	205549	5	6/case	30.11	150.55
POT, RUSSET ID. 100CT	LB	CROSS VALLEY FARMS	030369	10	50/case	13.39	133.90
FLOUR, H&R A/P	50#	PIERCE FOODS	223768	13	1/case	12.20	158.60
SOUR SOFTNR, LDRY L13	5 GAL	PRIVATE BRAND DIST	38000011	2	1/case	68.17	136.34
TUNA, CHUNK LT SKPJK	66 OZ	USF	5810808627	4	6/case	36.35	145.40
SPINACH, LEAF CRT Y K	#10	SINGLETON SEAFOOD	06213001	7	6/case	18.97	132.79
KETCHUP, 9GR FOIL	9 GR	USF	271993	10	500/case	12.18	121.80
CORN BF, DELI PERFCT	9#AVG	SARA LEE	17660	2	2/case	57.99 (3.221#)	115.98
CORNMEAL, PLN YLW	25#	SHAWNEE MILLING CO	30044	13	1/case	9.50	123.50
BLEACH, LDRY TW L9	5 GAL	PRIVATE BRAND DIST	38000012	3	1/case	39.92	119.76
CUP, SOUFL P P 1Z	250	MONOGRAM	715608	3	20/case	38.12	114.36
TURKEY, GRD 90% LEAN	10#	JENNIE-O TURKEY	2051	6	2/case	19.69	118.14
SALAD MX, SEPAR C&RC	5#	CROSS VALLEY FARMS	020305	7	4/case	18.96	132.72
SOUP, CRM OF MSHRM	50 OZ	WALKER FOODS	301885	3	12/case	35.53	106.59
PEAS, BLACKKEYE DRY	20#	C & F FOODS	57511	5	1/case	21.51	107.55
FILM, 18"X3000'	ROLL	USF	5810800371	3	1/case	32.71	98.13
POT, WHT WHT 90/110	#10	USF	170832	4	6/case	24.51	98.04
BEANS, PINTO DBL C/D	50#	C&F FOODS		4	1/case	23.47	93.88
TOWEL, PAP MLTFD NTRL	250	FORT JAMES DIXIE	23304	4	16/case	20.97	83.48
SLAW, SHRED R&C MIX	5LB	CROSS VALLEY FARMS	5810803322	6	4/case	14.28	85.68
APPLE, VTY 113CT	CASE	UNASSIGNED		5	113/case	21.43	107.15
BLEACH, CHLOR CONC L2	2.5GAL	PRIVATE BRAND DIST	38001018	3	1/case	27.36	82.08
PASTA, ROTINI SML	10#	USF	210391	5	2/case	15.56	77.80
CHSE, MOZ SHRD SUB	5#	SCHREIBER FOODS INC	05944	2	4/case	39.70	79.40
BASE, BF FLAV GRAN	25#	SUGAR FOODS	302496	2	1/case	36.64	73.28

Description	Pack	Mfr Name	Mfg #	Cases	Case Size	Cost/Case	Extended Total
BASE, CHIX FLAV GRAN	25#	USF	301793	2	1/case	35.96	71.92
KRAUT, SHRED	#10	USF	170108	4	6/case	18.84	75.36
RICE, PARBOIL LONG	50#	USF	212473	3	1/case	22.91	68.73
NOODLE, EGG 1/4"	5 LB	USF	210041	7	2/case	9.80	68.60
PEPPER, BLK GRD	18/5 OZ	MCCORMICK & CO	32650	11	1/case	8.65	95.15
PLATE, FM 9" 3CP WHT	125	MONOGRAM	714528	3	4/case	23.36	70.08
PEPPER,, GRN MED	LB	CHEESE WORLD		11	3/case	5.75	63.25
TEA, ICE BAG OP	1 OZ	RITUALS COFFEE COMPANY	037878	4	96/case	16.17	64.68
GELATIN, ASST CITR	24 OZ	PRECISION FOODS	281290	3	12/case	21.16	63.48
CHILI, POWD LT GRD K	5.5#	MCCORMICK & CO	932458	2	1/case	31.33	62.66
MACARONI, ELBOW SMHW	10#	USF	210020	4	2/case	15.56	62.24
GRITS, QUICK ENR K	1.5 LB	QUAKER OATS	04160	4	12/case	15.80	63.20
TOM, SAUCE	#10	USF	174430	4	6/case	14.58	58.32
PORK, CHOP EE 4Z	10#	STOCKYARDS PACKING	66181	2	1/case	23.65	47.30
SAUCE, TERIYAKI	64 OZ	JR SIMPLOT	31650	2	4/case	31.30	62.60
BEANS, GRT NORTHN	20#	C&F FOODS	GRN1020100	4	1/case	14.63	58.52
BOLOGNA, BF STICK	10#AVG	HILLSHIRE FARM & KAA	06204	3	1/case	(1.926*)	57.78
ONION, YLW MED BOX	LB BOX	CROSS VALLEY FARMS	042690	2	50/case	28.09	56.18
SQGE, WINDOW 16" 2BL	1	CARLISLE FOODSERVICE	41058	6	1/case	8.92	53.52
CABBAGE, GRN FRESH	CT	CHEESE WORLD		3	18/case	10.97	32.91
BEANS, NAVY DRY	20#	C & F FOODS	NAV1020100	4	1/case	14.05	56.20
BROOM, ANGLE 54"	EACH	CARLISLE FOODSERVICE	40652	8	1/case	6.30	50.40
KETCHUP, STD 26%	#10	USF	170587	3	6/case	15.69	47.07
SOUR CREAM, REAL 1Z	1 OZ	PACIFIC CHEESE	21100	4	100/case	12.17	48.68
FOIL, 18" X1000' STD	ROLL	MONOGRAM	760013	1	1/case	51.69	51.69
PEPPERONI, SLCD	5#	ROSELI PRODUCTS CORPORATION	FRS 01368	2	2/case	22.79	45.58
CLEANR, DEGRSR	1 GAL	PRO-CLEAN INC	10104	1	4/case	46.78	46.78
CUP, FM 8Z	50	WINCUP HOLDINGS INC	8C8	3	20/case	15.64	46.92
MILK, 2% 1/2 PT	1/2PNT	UNASSIGNED	11041	5	48/case	11.03	55.15
CLEANR, W/BLEACH	2.2 OZ	PROCTOR & GAMBLE	02010	2	45/case	22.24	44.48
MUSHRM, P&S	#10	USF	5810804200	1	6/case	45.26	45.26
TOM, 6X6 US#1 BLK BX	LB	CROSS VALLEY FARMS	040157	3	25/case	13.50	40.50

Description	Pack	Mfr Name	Mfg #	Cases	Case Size	Cost/Case	Extended Total
CARROT, PETIT WHL PL	5 LB	UNASSIGNED		2	4/case	19.88	39.76
SAUCE, TARTAR 12 GR	12 GM	CF SAUER CO	270062	4	200/case	10.13	40.52
SAUCE, HOT K	1 GAL	RECKITT BENCKISER INC	4150080504	1	4/case	43.70	43.70
SEASON, SALT K	5#	LIPTON FOODSERVICE	80620	3	1/case	12.62	37.86
LINR,PAN 25.5X16.5	1000	BAGCRAFT/PAPERCON	25Q1	1	1/case	32.55	32.55
CHIX, 8PC FRYR 2.5-3	42#AVG	UNASSIGNED		1	1/case	40.11 (0.955#)	40.11
GLOVE, POLY LG DSPBL	100	HANDGARDS INC	10/100-LG	1	10/case	35.72	35.72
MIX, PANCAKE B/M	5#	GLISTER MARY-LEE	65804	2	6/case	17.58	35.16
STRBRY, SLI CAL 4+1	6.5#	USF	630049	4	1/case	8.45	33.80
MAYONNAISE, H/D	1 GAL	FORMAN CANNING CO	252969	2	4/case	18.17	36.34
OIL, COTG PAN VEG AE	16.5 Z	US FOODSERVICE	291557	2	6/case	15.37	30.74
DRSN, RANCH N-REF K	1 GAL	KEN'S FOOD	KE789	1	4/case	32.18	32.18
PASTA, SPAG 20"	20#	HORMEL FOODS	210902	2	1/case	15.56	31.12
BAG,PAP 8# WHT	500	MONOGRAM	724973	1	2/case	31.73	31.73
CNTR,FD FM 4Z WHT SQ	25	<del>LIBBEY GLASS</del>	APPLEBEES	2	40/case	15.66	31.32
DISINF,CLNR FOAM	24 OZ	RECKITT BENCKISER INC	3624102775	1	12/case	29.95	29.95
PORK,CHOP END & PC	10#	HORMEL FOODS CORPORATION	41232	4	1/case	7.26	29.04
POLISH,S/S AEROSOL	18 OZ	PRIVATE BRAND DIST	38001052	1	6/case	24.01	24.01
SUGAR, BROWN MED K	25#	IMPERIAL SUGAR COMPANY	120424	2	1/case	12.44	24.88
HNDL,MOP WD SPD CHNG	EACH	CONTINENTAL COMMRC'L PRODUCTS	DA70302	2	1/case	12.03	24.06
GLOVE,LATEX LRG	100	HANDGARDS INC	LTX100L	5	1/case	4.45	22.25
TOM, 5X6 US#1 1LYR BX	LB	CROSS VALLEY FARMS	044163	2	10/case	6.89	13.78
LID,SIP 8Z	100	WINCUP HOLDINGS	DT8	2	10/case	10.67	21.34
BRUSH, SCRUB 8" WHT	1	CARLISLE FOODSERVICE	40541-02*P	3	1/case	6.57	19.71
SAUCE, SOY	1 GAL	KIKKOMON INTERNATIONAL	00171	2	1/case	8.74	17.48
TOM, CRUSH CONC	#10	USF	173565	1	6/case	16.13	16.13
OREGANO, LEAF	5 OZ	REID, MURDOCH & CO	207192	3	1/case	5.18	15.54
SYRP, PANCK & WFL	1 GAL	US FOODSERVICE	231295	1	4/case	15.53	15.53
JELLY, ASST DIET K	12 GM	PORTION PAC	00-90-720	1	200/case	14.56	14.56
CHIP, TORT NACHO	1#	UNASSIGNED	2296	2	6/case	7.00	14.00

<u>Description</u>	<u>Pack</u>	<u>Mfr Name</u>	<u>Mfg #</u>	<u>Cases</u>	<u>Case Size</u>	<u>Cost/Case</u>	<u>Extended Total</u>
SYRP, DIET PC	1 OZ	JM SMUCKER CO	02277	1	100/case	13.93	13.93
EXTRACT, VAN IMIT K	1 GAL	MCCORMICK & CO	930608	1	1/case	12.34	12.34
SALT, IODIZED K	26 OZ	MORTON SALT	10633140	1	24/case	12.29	12.29
SUGAR, POWDERED	25#	INDIANA SUGAR		1	1/case	12.23	12.23
CINNAMON, GRD K	12 1/2 OZ	MCCORMICK & CO	932654	3	1/case	6.65	19.95
PEPPER, RED CRSH	12 OZ	REID, MURDOCH & CO	203885	2	1/case	5.70	11.40
CAP, 24" BOUFFANT	100	CELLUCAP-FRANKLIN	BIX400D	2	1/case	5.67	11.34
CRACKER, SALTINE SS	2 CT	USF	048191	1	500/case	10.95	10.95
CARROT, BABY WHL PLD	5 LBS	UNASSIGNED		1	2/case	11.43	11.43
PAD,SCOUR 6X9 MED	10	ACS	S096	4	1/case	2.68	10.72
BAKING POWDER	10#	HULCO SALES CORP	355	1	1/case	11.23	11.23
MITT,OVEN PYRO 17"BLK	2	SUPERIOR	7BKRDU-NDG	1	1/case	8.64	8.64
YEAST, ACTIVE DRY	2#	BEATRICE FOODS	021330	2	1/case	4.00	8.00
SAGE, RUBBED K	6 OZ	MCCORMICK & CO	932311	1	1/case	7.55	7.55
FLAVOR, GRVY BWNG	QT	CLOROX	05102	1	1/case	5.77	5.77
PEPPER, CAYENNE GR K	14 OZ	MCCORMICK & CO	932473	1	1/case	5.72	5.72
FILTER,CONE 10"	50	ROYAL PAPER PRODUCTS	EFC10	1	1/case	5.31	5.31

U. S. Foodservice, Allen Division is closed on the following Holidays:

\* *NEW YEARS DAY*

\* *JULY 4<sup>TH</sup>*

\* *THANKSGIVING DAY*

\* *MEMORIAL DAY*

\* *LABOR DAY*

\* *CHRISTMAS DAY*

***\*\* If the holiday falls on the weekend your Program Account Manager will contact you 2 weeks prior to the holiday, to advise of delivery and order entry schedule***



## Request for Bid (Bid)

### Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, CPPB, Senior Buyer

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

Email: hturner@boonecountymo.org

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### ***Bid Data***

Bid Number: **10-23AUG07**

Commodity Title: **Food Products and Kitchen Supplies Term and Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Submission Address and Deadline***

Day / Date: **THURSDAY, AUGUST 23, 2007**

Time: **10:30 A.M.** (Bids received after this time will be returned unopened)

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

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

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### ***Bid Opening***

Day / Date: **THURSDAY, AUGUST 23, 2007**

Time: **10:30 A.M.**

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

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### ***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
  - 2.0: **Primary Specifications**
  - 3.0: **Response Presentation and Review**
  - 4.0: **Response Form**
- Exhibit A-Descending Dollar Report**  
**Attachment A-Weekly Menu 1**  
**Attachment B-Weekly Menu 2**  
**Standard Terms and Conditions**

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
  - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.  
*Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
  - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business/s entities which may provide the subject goods and/or services.
  - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
  - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
  - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
  - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
  - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
    - 1) the provisions of the Contract (as it may be amended);
    - 2) the provisions of the Bid;
    - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from Date of Award through December 31, 2008, and may be automatically renewed for an additional four (4) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of **Food Products and Kitchen Supplies** to the Boone County Jail on an *as needed* basis as detailed in the following specifications. It is the intent of the County to award this bid on an “all or none” basis.
- 2.2. **BACKGROUND INFORMATION**
  - 2.2.1. The Boone County Jail provides three (3) meals a day for approximately 190 inmates. There is approximately \$190,000.00 budgeted in FY '07 for food purchases at the Boone County Jail.
  - 2.2.2. The County alternates between two weekly menus. Those menus are included as Attachments A and B.
- 2.3. **CONTRACT DURATION** - The contract shall be effective from **Date of Award through December 31, 2008**. This contract is subject to **renew annually for four (4) additional one (1) year periods** following expiration of the first contract period.
  - 2.3.1. The percentage markup identified on the Response Form shall remain fixed for the duration of the contract, including any potential renewal periods.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **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.
- 2.6. **PRICING** – All pricing offered under the contract shall be the contractor’s current stock price as indicated in the contractor’s online catalog. The contractor’s current stock price shall be based on the contractor’s case cost plus freight charges (if any), less any allowances (rebates, discounts, and price breaks associated with the purchase of the product), plus the contractor’s markup. Any values in the formula submitted by the contractor shall remain the same for the life of the contract. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
  - 2.6.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the percentage mark-up outlined on the Response Form. The County shall not pay freight, etc. in addition to the price of the item.
  - 2.6.2. Restocking Fees: There shall be no restocking charge for items that are ordered in error by the County if the items are regular stock items of the contractor.
  - 2.6.3. If the contractor cannot supply an item with a competitive retail price, the County reserves the right to purchase the item from an alternate source in order to achieve “best value” for the County.
- 2.7. **SCOPE OF SERVICE**
  - 2.7.1. The contractor shall agree that products provided under the contract shall conform to all mandatory specifications, terms, conditions, and requirements stated herein.
  - 2.7.2. The contractor shall provide a comprehensive product line in accordance with the requirements set forth herein.
    - 2.7.2.1. The product line shall include a full line of beef, seafood, poultry, pork, frozen entrees, frozen foods, miscellaneous dairy items such as butter and cheese, dry/groceries, produce and beverages (i.e. coffee, tea, drink aids, and soft drinks), and food service related items (i.e. paper products and plasticware, bags, aprons, towels, solvents, cleaners, and detergents). There must be a choice of brands for each food item that includes National Brands as well as House Brands.

- 2.7.2.2. The contractor shall provide a variety of pack sizes for the above mentioned items including #10 cans, individual pack, family size, and institutional size, as requested by the County.
- 2.7.3. The contractor shall provide an array of products to meet special dietary needs and other menu modifications to include but not be limited to sugar-free items such as jelly, beverages, drink mixes, syrup, juices, water packed fruit, desserts, etc.
- 2.8. **QUALITY ASSURANCE**
- 2.8.1. Temperature Requirements:
  - 2.8.1.1. Items requiring "Protection from Heat" shall be shipped and stored at a temperature below 70 degrees Fahrenheit.
  - 2.8.1.2. Storage temperature for all frozen items shall not exceed 0 degree Fahrenheit. No product shall be accepted if there is any evidence of thawing. Frozen items shall only be accepted if packaging is solid, not soft, upon arrival. Containers and wrapping must be intact and in a solid condition. Packages shall be free of drip and show no evidence indicating that the contents have been thawed/refrozen and must not be freezer burned. Individual portions of IQF (individually quick frozen) products must separate easily. Breading should be intact on breaded products.
  - 2.8.1.3. Storage temperature of all refrigerated items shall not exceed 45 degrees Fahrenheit.
- 2.8.2. Processed food shall not be delivered with a date of product over one (1) year. Product must have a minimum four (4) month shelf life remaining at the time of delivery.
- 2.9. **INSPECTION**
- 2.9.1. The County reserves the right to require an official USDA inspection should the County question the grade or drained weight of any product provided hereunder. If the product inspection shows that the product does not meet the specification, all costs of the inspection shall be borne by the contractor, and the contractor shall replace the product at no additional cost to the County. If the product inspection shows that the product meets the specification, all costs of the inspection shall be borne by the County.
- 2.10. **LOAD CONDITION**
- 2.10.1. The contractor shall load only products which are uncontaminated, of a proper temperature, and free from substances or components likely to contribute to contamination of other products in the load during transit, or likely to result in contamination of the conveyance.
- 2.10.2. Chemical products shall not be shipped on the same pallet with food.
- 2.10.3. Raw meat shall not be shipped on top of other food items.
- 2.10.4. All foods shall be packaged and loaded in a manner that minimizes physical damage or contamination under reasonable transportation conditions and procedures.
- 2.11. **PACKING AND PACKAGING**
- 2.11.1. All packing and packaging shall be in accordance with good commercial practice. Frozen products must be packaged in a manner to prevent freezer burn. Raw meat products shall be packed in a manner to prevent leakage.
- 2.11.2. Items packed in glass containers shall not be accepted and must be promptly replaced at no additional cost to the County.
- 2.12. **ADMINISTRATIVE SUPPORT REQUIREMENTS**
- 2.12.1. Single Point of Contact: The contractor must function as the single point of contact for the County, regardless of any subcontract arrangement(s), for all products and services. This includes assuming responsibility and liabilities for all problems relating to the products and services provided.
- 2.13. **ORDERING**
- 2.13.1. The contractor shall establish and maintain an official ordering system. The contractor shall accept orders via phone, fax, or online from the County Designated Representative(s) ONLY. Orders accepted by the contractor from individuals other than the County Designated Representative(s) may not be processed for payment. The County Designated Representative(s) shall be specified at the time of contract award.
- 2.13.2. Online Catalog: The contractor shall establish and maintain their entire product line(s) in an online catalog with the current County pricing. The online catalog must provide current product and pricing information which must include, at a minimum, the following:

- a) Product/part number
  - b) Product description
  - c) Picture of product (if applicable)
  - d) Current end user delivered price
  - e) Expected delivery time
- 2.13.3. Electronic Ordering Capabilities: The contractor must have electronic ordering capability for the County to place orders online. Orders submitted electronically by the County shall be placed and entered into the contractor's computer system the same day.
- 2.13.4. Order Schedules: The contractor shall provide delivery in accordance with the following order and delivery schedule:
- For delivery Monday – Order placed by 2:00 p.m. Friday
  - For delivery Thursday – Order placed by 2:00 p.m. Wednesday
- 2.13.5. The designated County representative(s) shall be able to call the contractor Monday through Friday with updates to orders until 2:00 p.m. the weekday afternoon of the day prior to delivery.
- 2.13.6. Order Tracking: The contractor's online system must offer a means for providing the status of orders at various stages of fulfillment (i.e. order entry, product shipment, etc.). The contractor's online system must offer a means for providing an estimated time of availability for products currently out of stock, backordered/not available, and special orders. The online system must allow the County to be able to track order status and search for open orders.
- 2.13.7. Order Confirmations: The contractor shall provide order confirmations to the County within 3 working hours of order placement verifying the availability of the item(s) ordered. Confirmation reports may be submitted by electronic means or facsimile.
- 2.13.8. Proprietary/Special Order Items: The County will make every effort to use products already stocked by the contractor but reserves the right to request the contractor to stock or special order other items. The contractor shall agree to do so at the discretion of the County.
- 2.13.8.1. A "proprietary item" shall be defined as an item the County expects the contractor to purchase and keep in stock so that it may be ordered as needed.
- 2.13.8.2. A "special order item" shall be defined as an item requested for a one-time purchase. The contractor shall purchase the product, and the County, within a short period of time, will order all of the product, reducing the contractor's inventory by the full amount ordered.
- 2.13.8.3. The County shall notify the contractor three weeks in advance of the need for a proprietary or special order item and will indicate the amount needed for the initial purchase and the estimated monthly usage for proprietary items.
- 2.13.8.4. The contractor shall notify the County three weeks in advance of turning a "regular stock item" into a "special order item".
- 2.13.8.5. There shall be a minimum usage of 4 cases per month by the County (not individual agency) in order to stock a proprietary item. The agency shall order proprietary items with a limited shelf-life within one (1) month from date of purchase.
- 2.13.8.6. If there is a minimum order required from the manufacturer greater than or less than the 4-case minimum order, the contractor shall notify the County in writing prior to placing the order. Any changes in the minimum order requirement must be sent to the County in writing.
- 2.13.8.7. At the time, or in the event that this agreement is canceled, the County agrees to purchase all proprietary and special order items that the contractor has purchased at that time, as long as the quantity does not exceed 1-¼ the amount of the initial order by the County. The County will attempt to notify the contractor of special situations that may cause unusual or excessive movement of products.
- 2.13.8.8. There shall be no extra charges for the buying and storing of proprietary or special order items. The pricing for any special products shall be the same as the contractor's current stock price for other similar products.
- 2.13.9. Substitutions: The contractor shall not substitute any item(s) ordered by the County until the contractor: 1) notifies the County in writing (email is acceptable), and 2) receives written approval from the County to proceed with the substitution. Substitutions of products shall not be allowed without prior approval by the County representative. The County reserves the right to accept any

proposed substitution offered by the contractor on the order; however, the County shall be final authority as to the acceptability of substitutions and reserves the right to accept or reject any substitution.

- 2.13.9.1. If a substitution on an order needs to be made, the substituted item shall be priced and invoiced at the cost of the item initially ordered unless the cost of the substituted item is less. If the pack size is different on the substituted item, the price shall be prorated according to a cost per unit of the original item.
- 2.13.9.2. All substitutions must be of equal or better quality regardless of packaging or package size, i.e. two 24/pack product for one 48/pack; or 4, 6 lb. roast per package for 6, 4 lb. roast per package.
- 2.13.10. Replacement of Damaged Product: The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 2.13.11. Customized Order Guide: During the start-up period, the contractor's customer account representative shall work with the County to develop a customized order guide. This order guide shall list the items from the contractor's product line which the County plans to purchase on a recurring basis.
  - 2.13.11.1. The order guide may be in an electronic format for ease in updating. The order guide shall be individualized as to product content, arrangement of products for ease of inventory as well as to meet the needs of each menu cycle. The order guide must contain columns for inventory and ordering quantities beside each product/price listed. Unit cost must be stated per case as well as per pound, per ounce, or per individual portion. Multiple pound price shall not be accepted as unit price.
  - 2.13.11.2. The contractor agrees and understands that it will be the principle source of supply of the contracted monthly order guide items during the term of the contract. The contractor shall pay the difference in the cost of the products from other sources when the contractor is unable to fill the County orders.
- 2.13.12. Product Returns: The County shall return any deficient or incorrect products within a reasonable period of time agreed upon by the County and the contractor. The contractor's account representative shall be contacted to arrange for the pick-up and credit of the product. The driver must be allowed to correct the credit invoices and return merchandise at initial delivery.
- 2.13.13. Product Availability: If the contractor is unable to deliver a regularly ordered item and must temporarily purchase the item from an alternate supplier at a higher cost, the County shall have the option of purchasing that item from another source.
- 2.14. **DELIVERY**
  - 2.14.1. The contractor shall deliver products to the Boone County Jail on Mondays and Thursdays each week between the hours of 4:30 a.m. and 7:00 a.m. unless otherwise arranged by the County.
  - 2.14.2. The contractor's delivery ticket, an original, plus two (2) copies shall accompany each delivery. The authorized County representative shall sign the copies, acknowledging receipt, and one copy returned to the contractor upon delivery. The other two copies shall remain at the County.
  - 2.14.3. If the contractor fails to deliver an order, the contractor shall take corrective action either by making a special delivery to the County or the County may purchase the product(s) from other sources and the contractor shall incur any cost difference.
  - 2.14.4. There shall be no extra charge to the County for any delivery, no matter what the case count or dollar value of the order. There also shall be no extra charge for any deliveries made outside the above schedule.
  - 2.14.5. Receipt of Delivery: An authorized County representative shall sign the invoice at the time of receipt of delivery. This signature shall only indicate that the order has been received but may not indicate that the invoice has been reconciled to the actual items delivered. Any deviations will be reported to the contractor's account representative within twenty-four (24) hours after delivery, who shall then issue credit memos for any incorrect charges and arrange for the return of any misshipped or deficient products. If a product is determined to be deficient after the 24 hour period or within a reasonable period of time agreed upon by the contractor and the County, the facility will contact the contractor for return and credit.

- 2.14.6. Delivery Trucks: Deliveries shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in a condition to prevent contamination of the supplies and shall be equipped to maintain the temperature prescribed in the specification/requirements. Trucks shall be free of contaminants and adulterants including but not limited to insects, rodents, mold, or undesirable odors.
- 2.14.6.1. Foods transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection. Rejected products must be replaced within 24 hours if requested by the County.
- 2.14.7. Alternate Delivery Schedules: The contractor may propose an alternate delivery schedule for consideration and approval by the County. Alternate delivery schedules may be arranged between the County and the contractor for contractor observed holidays. **A list of holidays observed by the vendor must be submitted with the bid response.**
- 2.14.8. Late Deliveries: In some instances as determined by the County, if an order is delivered late (after the agreed upon delivery window), the contractor shall be liable for any overtime pay incurred by the County receiving personnel. When a situation occurs, the contractor shall give credit to the County for the overtime involved.
- 2.15. **WAREHOUSE/TRANSPORTATION**
- 2.15.1. Warehouse/Transportation Sanitation: All of the contractor's facilities and delivery vehicles must conform to local, state, and federal rules and regulations regarding sanitation, and shall be subject to inspection by County or other officials at the discretion of the County.
- 2.15.2. Warehouse: Food products ordered shall originate from a warehouse which must be inspected and licensed by the state and/or local Health Department. The County reserves the right to inspect the warehouse unannounced during regular warehouse hours.
- 2.16. **ALLOWANCES, DISCOUNTS AND REBATES**
- 2.16.1. The contractor shall pass on to the County all promotional allowances, discounts and manufacturers' rebates in the form of lower prices. Information regarding these rebates and discounts should be tracked by the contractor and provided to the County upon request. The contractor shall also help to keep the County informed of any other rebate opportunities that could be redeemed by the County and provide tracking information on usage so that the County may take full advantage of all available rebates and free goods offers.
- 2.16.2. The County desires to receive rebates in the form of credits.
- 2.16.3. In cases of special after-invoice pricing, not indicated on the invoice, the contractor shall provide an explanation and price quotes reflecting same, i.e., volume discounts.
- 2.16.4. The contractor shall work with the County to secure any special pricing programs from the manufacturers.
- 2.17. **TRAINING**
- 2.17.1. Training: The contractor shall provide initial training and written instructions to the County to ensure complete understanding of the program and the ordering procedures.
- 2.18. **INVOICING AND PAYMENT**
- 2.18.1. Invoicing: An itemized invoice, including the account number, product name, unit cost, and total charges must accompany all orders. The price on the invoice must match the price quoted at the time the order was placed. Any and all authorized substitutions shall be noted on applicable invoices.
- 2.18.2. Statements: The contractor must submit an itemized monthly statement to the County for payment. The County will **NOT** pay from individual invoices. Payment will be made within 30 days from receipt of a complete and accurate monthly statement.
- 2.19. **REPORTING**
- 2.19.1. The County must be able to receive the following reports from the contractor on a monthly as well as a quarterly basis. The reports can either be in hard copy format or electronic format, depending on the capabilities of the contractor's reporting system.
- 2.19.1.1. A product list of all items purchased the previous month or quarter, including quantities purchased and total dollar amounts spent for that month or quarter. This report shall be set-up, listing products in the order to be determined by the County. This report may also be modified to provide

information in a format that reports product usage by value in descending order.

- 2.19.1.2. A listing report of the above product list for a year to date fiscal year of January 1 through December 31.
- 2.19.1.3. A monthly statement by invoice number showing all-outstanding debits and credits.
- 2.19.1.4. A service report of the number of deliveries, percent of order delivered for each delivery, service problems and comments by the delivery person.
- 2.19.1.5. Rebate reports by companies and products.
- 2.19.1.6. A written follow-up report of all product and/or service problems within 10 working days of the County's report of any problems.

## 2.20. **AUDITS**

- 2.20.1. Contract Audits: The contractor shall allow the County to engage in an audit investigation following the requirements stated below:
- 2.20.2. Audit Investigation: The County reserves the right to investigate and/or audit the prices charged by the contractor, with or without notice to the contractor, at the County's expense. If it is determined that the contractor has charged prices to the County in excess of those agreed to in the contract, the County shall consider this just cause for cancellation of the contract in its entirety, and may result in the contractor being removed from the list of eligible vendors who may do business with the County – either for a specific period of time, or permanently – at the discretion of the County. Any money paid by the County that is above that agreed to in the contract shall be immediately returned to the County, in a form acceptable to the County.

## 2.21. **CONTRACTOR MAINTAINED RECORDS**

- 2.21.1. The contractor shall maintain books, records, and documents of all costs and data in support of the services and products provided under the contract. The County or its authorized representative shall have the right to audit the books, records, and documents of the contractor.

## 2.22. **ACCOUNT MANAGEMENT**

- 2.22.1. The contractor shall assign an account representative to the County to ensure adequate oversight and ample support in assisting the County's needs.
- 2.22.2. The account representative must be able to assist the County in obtaining product information, availability, pricing, and answering general questions about various products.
- 2.22.3. The account representative must function as a vendor neutral advisor to the County by providing information regarding all manufacturers' products, when requested, thus allowing the County to choose the most acceptable product.
- 2.22.4. The account representative must be accessible by both telephone and email between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, excluding County holidays.
- 2.22.5. The account representative shall be responsible for providing the following:
  - 2.22.5.1. Demonstration of new products available on the market.
  - 2.22.5.2. Response to inquiries about products within one working day.
  - 2.22.5.3. Maintaining and updating the online catalog and review with and distribute to the County on an on-going basis.
  - 2.22.5.4. Resolving the County's complaints in a mutually acceptable manner. A written plan of correction may be required by the County.
  - 2.22.5.5. Issuing credit memos and arrange for the return of mis-shipped or deficient products.
  - 2.22.5.6. Resolving any problems with the order/delivery schedule.
  - 2.22.5.7. Coordinating with the County representative any rebate programs.
  - 2.22.5.8. Provide for research and training and make recommendations for any product changes to better meet the County's needs.
  - 2.22.5.9. Analyzing the County's product list and determining if there are other products offered which may be of better value to the County. The representative shall discuss these options with the County Designated Representative(s) on a quarterly basis.
  - 2.22.5.10. Maintaining an effective working relationship between the County and the contractor.

## 2.23. **GENERAL SUPPORT OFFERINGS**

- 2.23.1. Samples: The contractor shall provide samples in an effort to help the County obtain the most acceptable/appropriate products capable of meeting the needs of the County. Samples must be

provided free of charge.

- 2.23.2. Dispensing Equipment: The contractor shall provide a list of all dispensing (non-manufacturing) equipment programs available for food, beverage, and laundry products. The list must be updated and provided annually.
- 2.23.2.1. The contractor shall be responsible for final installation of any equipment within thirty (30) days of request to provide such equipment. The County shall be responsible for bringing electric and water lines, if needed, to the proposed location.
- 2.23.2.2. Loss or damage to dispensing equipment shall be the sole responsibility of the contractor. The County assumes no responsibility for any damage to the dispensing equipment.
- 2.23.2.3. The contractor shall furnish all mechanical service necessary to keep the dispensing equipment in a satisfactory working condition at no additional expense to the County. The contractor shall provide repair service within a twenty-four (24) hour notice period by a qualified technician. The contractor's service technician shall provide periodic preventative maintenance.
- 2.23.2.4. The contractor shall furnish at no cost, all replacement parts, including labor for replacement.

2.24. **ADDITIONAL INSTRUCTIONS**

- 2.24.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder's expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
- 2.24.2. **Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
- 2.25. **DESIGNEE** – Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.25.1. **Bid Clarification** – Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org).

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number and the due date and time.**
  - 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
    - 3.5.1.1. **Cost:** For purposes of the cost evaluation, the bidder must price all items listed on the attached Descending Dollar Report, included herein as Exhibit A. The bidder must provide the total dollars based on the stated quantity as well as a breakdown of per case cost. All prices must include the vendor cost plus the percentage mark-up outlined on the attached Response Form. The bidder's pricing provided on Exhibit A must reflect pricing available beginning July 23, 2007 through July 27, 2007.
    - 3.5.1.2. Written documentation (e.g. copies of quotes or invoices) from the supplier(s) verifying the case cost quoted to the bidder for each of the items listed on Exhibit A must be submitted with the bidder's response. The County will verify that the total dollars and per case cost of random items includes the vendor's cost plus the percentage mark-up for the applicable category.
    - 3.5.1.3. If an item listed on Exhibit A is not carried by the company, a letter from the manufacturer/supplier verifying the proposed pricing to the bidder shall be acceptable.
    - 3.5.1.4. The bidder should note any alternate packaging being proposed on Exhibit A.

- 3.5.1.5. If brand names are specified on the Descending Dollar Report, the bidder must propose that particular manufacturer/brand. Substitutions are unacceptable on the brand names listed for evaluation purposes only.
- 3.5.1.6. The County reserves the right to test samples of items listed on the Descending Dollar Report, at the bidder's expense, in an effort to verify the stated quality and adherence to the specifications.
- 3.5.1.7. Cost Evaluation: The evaluation of cost shall be objective and based on quoted prices in Exhibit A. The cost evaluation shall include all items listed on Exhibit A. The County reserves the right to evaluate optional items, if deemed necessary.
- 3.5.1.8. For purposes of the cost evaluation, the County will compute the total cost for all items listed on Exhibit A.
- 3.5.1.9. Note: The items listed on Exhibit A are for evaluation purposes only and shall not limit the County to purchase only the items listed.
- 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. **FIXED PERCENTAGE MARK-UP:** The bidder shall indicate below the fixed percentage mark-up for each category. The fixed percentage mark-up shall remain the same throughout the entire original contract period as well as each potential renewal period.

	Category	Fixed % Mark-Up
4.8.1.	<b>Produce</b>	_____ %
4.8.2.	<b>Dairy</b>	_____ %
4.8.3.	<b>Meats (Fresh and Frozen)</b>	_____ %
4.8.4.	<b>Seafood (Fresh and Frozen)</b>	_____ %
4.8.5.	<b>Poultry (Fresh and Frozen)</b>	_____ %
4.8.6.	<b>Frozen Goods</b>	_____ %
4.8.7.	<b>Canned and Dry Goods</b>	_____ %
4.8.8.	<b>Beverage</b>	_____ %
4.8.9.	<b>Chemical Products</b>	_____ %
4.8.10.	<b>Supplies and Equipment</b>	_____ %
4.8.11.	<b>Health Care</b>	_____ %
4.8.12.	<b>Paper Products</b>	_____ %

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

**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE INCLUDING A LIST OF HOLIDAYS OBSERVED BY THE BIDDER'S ORGANIZATION**

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

4.10.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_

4.10.2. Print Name and Title of Authorized Representative

\_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A**  
**DESCENDING DOLLAR REPORT**

All pricing offered under the contract shall be the contractor's current stock price. The contractor's current stock price shall be the contractor's case cost plus the contractor's mark-up. *The bidder must submit a separate sheet detailing the grade and drained weight of each canned food item listed below.*

Case costs stated shall reflect pricing as obtained from their supplier(s) for the applicable item. Written documentation (e.g. copies of quotes or invoices) from the supplier(s) verifying the case cost quoted to the bidder for each of the items listed must be submitted with the bidder's response. *The supplier's quotes/invoices must reflect pricing available beginning July 23, 2007 through July 27, 2007.*

Note: The items listed below are for evaluation purposes only and shall not limit the County to purchase only the items listed.

<u>Description</u>	<u>Pack</u>	<u>Mfr Name</u>	<u>Mfg #</u>	<u>Cases</u>	<u>Case Size</u>	<u>Cost/Case</u>	<u>Extended Total</u>
TURKEY, BRST DELISKL	10#AVG	JENNIE-O FOODS	481340	28	2/case		
APPLE,RED DEL FCY WA	CT	UNASSIGNED		45	175/case		
MILK, SKIM FF	1/2PNT	MILK CO INC	100118	120	48/case		
PEANUT BUTTER, CRMY	5#	HOUSE BRAND	230049	23	6/case		
CORN BF, HASH	#10	NESTLE BRANDS	05168	13	6/case		
PRETZEL, TWIST MINI	7#	HOUSE BRAND	244201	83	1/case		
HAM, TURKEY SMK	7#AVG	JENNIE-O FOODS	404283	40	2/case		
CHSE, AM 200SL YLW PM	5#	UNASSIGNED	079065	22	4/case		
BREAD, WHITE PULMN 26	24 OZ	FOXTAIL FARMS	593238	45	10/case		
BF, GND 73/27 FINE	10#AVG	TYSON FRESH MEATS INC	D0211BH	8	8/case		
SHAPE-UP, BLUE RASPB	2.25	J&J SNACK FOODS	4011	37	100/case		
CHIX, 8PC FRYR 2.75	43#AVG	PATUXENT FARMS	FS 12066	17	1/case		
FRUIT, MIX DICE LT	#10	USF	160099	22	6/case		
PEACH, SLI YC 90 LT	#10	US FOODSERVICE	162983	20	6/case		
ORANGE, CHOICE FRESH	CT	CHEESE WORLD		29	138/case		
SPOK, PLS WHT 5.75"	1000	FORT JAMES DIXIE	CMP21C	30	1/case		
ZUCCHINI, W/TOM	#10	USF	173682	22	6/case		
BOLOGNA, TRKY DELI	10#	UNASSIGNED	8563	24	2/case		
BAG, S/W 6.5X7 SADDLE	2000	FOOD HANDLER INC	21-6709	23	1/case		
RST BF, FLAT DELI FA	7#AVG	SARA LEE FOODS (MEATS)	17321	10	2/case		
SAUSAGE, SMK 4/1	10#	CROWLEY FOODS	09026	26	1/case		

Description	Pack	Mfr Name	Mfr #	Cases	Case Size	Cost/Case	Extended Total
JELLY, ASST #2	5 OZ	KRAFT FOODS	0006642100	65	200/case		
CELERY, STICK 3-5PSU	5#	CHEESE WORLD		14	4/case		
DETRG, LDRY L5 PWDR	45 LB	PRIVATE BRAND DIST	38001030L5	10	1/case		
SATAMI, TRKY DELI	10#	UNASSIGNED	2566	17	2/case		
MILK, CHOC 1%	1/2PT	UNASSIGNED	11102	52	48/case		
CORN DOG, TRKY CN	4 OZ	STATE FAIR FOODS	09488	28	48/case		
BEANS, GRN CT	#10	FORMAN CANNING CO	170524	24	6/case		
MIX, MUFFIN PLAIN	5#	GILSTER MARY-LEE	65015	20	6/case		
CEREAL, CORN FLK	35 OZ	GILSTER MARY-LEE	76240	50	4/case		
MAYONNAISE, 12 GR	12 GM	CF SAUER CO	270015	48	200/case		
COD, FRMD PTN 3 Z	10#	GOOD HARBOR FILLET CO, INC	52154	18	1/case		
LINR, 43X47 56G 1.1 G	100	USF	728059	13	1/case		
VEG, MIX D/DICE FCY	#10	USF	170106	24	6/case		
SUGAR, GRANU	50#	UNASSIGNED		17	1/case		
JUCE, ORANGE PURE PK	4 OZ	QUAKER OATS	41289	30	72/case		
GRAPEFRUIT, RED FRSH	CT	CHEESE WORLD		27	48/case		
RNSE ADD, WRWSH D3	2.5GAL	PRIVATE BRAND DIST	38001003	4	1/case		
EGG, MED WHT GRD A	15 DOZ	PACKER LABEL	5810811676	27	1/case		
BACON, P/CKD PEPPER	150 CT	PATUXENT FARMS	405077	14	2/case		
C/FLOWER, IQF	2#	USF	670070	16	12/case		
CARROT, DICE FCY	#10	USF	170291	23	6/case		
HOT DOG, TRKY 8:1 5"	10#	JENNIE-O FOODS	6128	19	2/case		
MEATBALL, REGULAR	10#	HORMEL FOODS	32809	16	1/case		
MIX, BISCUIT BTRMLK	5#	GILSTER-MARY LEE CORP	65805	17	6/case		
POT, SS 1/2" XLF NW	4.5#	USF	660124	22	6/case		
OIL, FRYING LIQ VEG	35#	CONAMERA FOODS	290306	20	1/case		
CORN, WK GLD	#10	USF	170170	20	6/case		
BRCCOLI, CUT IQF	20#	USF	671195	21	1/case		
BUN, HOTDOG 6" SLI	12 CT	FOXTAIL FARMS	590835	20	8/case		
MILK, SKIM	1 GAL	PACKER LABEL		34	4/case		
CARROT, STICK	5 LBS	CROSS VALLEY FARMS	042945	21	2/case		

Description	Pack	Mfr Name	Mfr #	Cases	Case Size	Cost/Case	Extended Total
PEAR, DICE NW LT	#10	USF	160079	10	6/case		
DRNK, FRT PNCH 100%	4 OZ	QUAKER OATS	41299	31	72/case		
JUCE, APPLE PURE PK	4 OZ	QUAKER OATS	41292	31	72/case		
PINAPL, TIDBIT JP	#10	USF	180704	13	6/case		
CHIX, THGT MT B&S	10#	PACKER LABEL		6	4/case		
JUCE, CRAN CKTL	4 OZ	QUAKER OATS	41296	30	72/case		
TURKEY, FRITTER BRD	3.85 Z	PACKER LABEL	4040	14	41/case		
BUN, HAMB 4"	12 CT	FOXTAIL FARMS	591149	16	8/case		
PORK, CHOP SIRLN FZ	10#	SMITHFIELD PACKING	FZ 05151	14	1/case		
RAVIOLI, BF W/MT SCE	#10	USF	150029	9	6/case		
CONDITIONER, LDRY L8	5 GAL	PRIVATE BRAND DIST	3800015	3	1/case		
CHIX, PATTY BRD BRWN	3.3 OZ	TYSON FOODS	975-928	10	100/case		
CORN ON COB, 3" DMST	96	USF	670059	14	1/case		
BAG, PAP #8 KRAFT	500	MONOGRAM	724961	11	2/case		
DETRG, LDRY L6 LIQ HD	5 GAL	PRIVATE BRAND DIST	3800013	2	1/case		
POT, PATTY GLD 2.25Z	2.25 OZ	MCCAIN FOODSERVICE	OIF00589	21	120/case		
APPLE, SAUCE SWT	#10	HARVEST FOOD PRODUCTS	161541	14	6/case		
BEANS, VEG FCY TOMSC	#10	USF	171340	12	6/case		
PEAS, GRN SWT 3/4 S	#10	USF	173315	13	6/case		
POT, DEH GRAN M/VC	#10 P	USF	5810801091	5	6/case		
PICKL, PEAR 300 REF	5 GAL	USF	5810801128	9	1/case		
BF, BRDD PTY CN CKD	2.9 OZ	ADVANCE FOOD	1405	12	52/case		
BLEACH, LIQ ULTRA	96 OZ	CLOROX CO	02490	14	6/case		
SALAD, POT CLSC W/EG	10#	ORVAL KENT	42883	6	3/case		
SUGAR, PKT 1/10Z	1000	USF	270067	16	2/case		
MOP HD, 24Z W/TAIBND	EACH	RUBBERMAID COMMERCIAL	D113-06	31	1/case		
MARGN, SOLID	1#	DEAN FOODS	100005	15	30/case		
DETRG, DSHWG D10 HD	9 LB	PRIVATE BRAND DIST	38001031	2	4/case		
PORK, RIB READY	3 OZ	HOLTEN MEAT CO	18009	6	72/case		
CHP, POT RIPPLE	1#	UNASSIGNED	2706	22	5/case		
PORK, CHOP SIRLN FZ	10# AVG	SMITHFIELD PACKING	FZ 05151	8	1/case		

<u>Description</u>	<u>Pack</u>	<u>Mfr Name</u>	<u>Mfg #</u>	<u>Cases</u>	<u>Case Size</u>	<u>Cost/Case</u>	<u>Extended Total</u>
MUSTARD, 4.5GR	4.5 GM	USF	273021	25	500/case		
SAUCE, BBQ TEX BLUE	1 GAL	KEN'S FOOD	KE1055	6	4/case		
CEREAL,WHT CRM QUICK	28 OZ	NABISCO BRANDS	3200137900	4	12/case		
CEREAL,OATS QUICK	42 OZ	GLISTER MARY-LEE	36820	8	12/case		
PASTRAMI, TRKY CURED	3# AVG	JENNIE-O-FOODS	806004	5	4/case		
BLUEBERRY, DMSTC IQF	5#	USF	630586	5	2/case		
PEAR, SLI 80/90NW LT	#10	USF	162950	5	6/case		
SAUCE, CHSE CHDR	#10	FORMAN CANNING CO	205549	5	6/case		
POT, RUSSET ID. 100CT	LB	CROSS VALLEY FARMS	030369	10	50/case		
FLOUR, H&R A/P	50#	PIERCE FOODS	223768	13	1/case		
SOUR SOFTNR, LDRY L13	5 GAL	PRIVATE BRAND DIST	38000011	2	1/case		
TUNA, CHUNK LT SKPK	66 OZ	USF	5810808627	4	6/case		
SPINACH, LEAF CRLY K	#10	SINGLETON SEAFOOD	06213001	7	6/case		
KETCHUP, 9GR FOIL	9 GR	USF	271993	10	500/case		
CORN BF, DELI PERFCT	9#AVG	SARA LEE	17660	2	2/case		
CORNMEAL, PLN YLW	25#	SHAWNEE MILLING CO	30044	13	1/case		
BLEACH,LDRY TW L9	5 GAL	PRIVATE BRAND DIST	38000012	3	1/case		
CUP,SOUFLE PAP 1Z	250	MONOGRAM	715608	3	20/case		
TURKEY, GRD 90% LEAN	10#	JENNIE-O TURKEY STORE SALES	2051	6	2/case		
SALAD MX, SEPAR C&RC	5#	CROSS VALLEY FARMS	020305	7	4/case		
SOUP, CRM OF MSHRM	50 OZ	WALKER FOODS	301885	3	12/case		
PEAS, BLACK EYE DRY	20#	C & F FOODS	57511	5	1/case		
FILM,18"X3000'	ROLL	USF	5810800371	3	1/case		
POT, WHL WHT 90/110	#10	USF	170832	4	6/case		
BEANS, PINTO DBL C/D	50#	C&F FOODS		4	1/case		
TOWEL,PAP MLTFD NTRL	250	FORT JAMES DIXIE	23304	4	16/case		
SLAW, SHRED RC&C MIX	5LB	CROSS VALLEY FARMS	5810803322	6	4/case		
APPLE, VTY 113CT	CASE	UNASSIGNED		5	113/case		
BLEACH,CHLOR CONC L2	2.5GAL	PRIVATE BRAND DIST	38001018	3	1/case		
PASTA, ROTINI SML	10#	USF	210391	5	2/case		
CHSE,MOZ SHRD SUB	5#	SCHREIBER FOODS INC	05944	2	4/case		
BASE, BF FLAV GRAN	25#	SUGAR FOODS	302496	2	1/case		

<u>Description</u>	<u>Pack</u>	<u>Mfr Name</u>	<u>Mfg #</u>	<u>Cases</u>	<u>Case Size</u>	<u>Cost/Case</u>	<u>Extended Total</u>
BASE, CHIX FLAV GRAN	25#	USF	301793	2	1/case		
KRAUT, SHRED	#10	USF	170108	4	6/case		
RICE, PARBOIL LONG	50#	USF	212473	3	1/case		
NOODLE, EGG ¼"	5 LB	USF	210041	7	2/case		
PEPPER, BLK GRD	16 OZ	MCCORMICK & CO	32650	11	1/case		
PLATE, FM 9" 3CP WHT	125	MONOGRAM	714528	3	4/case		
PEPPER,, GRN MED	LB	CHEESE WORLD		11	3/case		
TEA, ICE BAG OP	1 OZ	RITUALS COFFEE COMPANY	037878	4	96/case		
GELATIN, ASST CITR	24 OZ	PRECISION FOODS	281290	3	12/case		
CHILI, POWD LT GRD K	5.5#	MCCORMICK & CO	932458	2	1/case		
MACARONI, ELBOW SMHW	10#	USF	210020	4	2/case		
GRITS, QUICK ENR K	1.5 LB	QUAKER OATS	04160	4	12/case		
TOM, SAUCE	#10	USF	174430	4	6/case		
PORK,CHOP EE 4Z	10#	STOCKYARDS PACKING	66181	2	1/case		
SAUCE, TERIYAKI	64 OZ	JR SIMPLOT	31650	2	4/case		
BEANS, GRT NORTHN	20#	C&F FOODS	GRN1020100	4	1/case		
BOLOGNA, BF STICK	10#AVG	HILLSHIRE FARM & KAA	06204	3	1/case		
ONION, YLW MED BOX	LB BOX	CROSS VALLEY FARMS	042690	2	50/case		
SQGE,WINDOW 16" 2BL	1	CARLISLE FOODSERVICE	41058	6	1/case		
CABBAGE, GRN FRESH	CT	CHEESE WORLD		3	18/case		
BEANS, NAVY DRY	20#	C & F FOODS	NAV1020100	4	1/case		
BROOM,ANGLE 54"	EACH	CARLISLE FOODSERVICE	40652	8	1/case		
KETCHUP, STD 26%	#10	USF	170587	3	6/case		
SOUR CREAM, REAL 1Z	1 OZ	PACIFIC CHEESE	21100	4	100/case		
FOIL,18"X1000' STD	ROLL	MONOGRAM	760013	1	1/case		
PEPPERONI, SLCD	5#	ROSELI PRODUCTS CORPORATION	FRS 01368	2	2/case		
CLEANR,DEGRSR	1 GAL	PRO-CLEAN INC	10104	1	4/case		
CUP,FM 8Z	50	WINCUP HOLDINGS INC	8C8	3	20/case		
MILK, 2% ½ PT	1/2PNT	UNASSIGNED	11041	5	48/case		
CLEANR,W/BLEACH	2.2 OZ	PROCTOR & GAMBLE	02010	2	45/case		
MUSHRM, P&S	#10	USF	5810804200	1	6/case		
TOM, 6X6 US#1 BLK BX	LB	CROSS VALLEY FARMS	040157	3	25/case		

Description	Pack	Mfr Name	Mfg #	Cases	Case Size	Cost/Case	Extended Total
CARROT, PETIT WHL PL	5 LB	UNASSIGNED		2	4/case		
SAUCE, TARTAR 12 GR	12 GM	CF SAUER CO	270062	4	200/case		
SAUCE, HOT K	1 GAL	RECKITT BENCKISER INC	4150080504	1	4/case		
SEASON, SALT K	5#	LIPTON FOODSERVICE	80620	3	1/case		
LINR,PAN 25.5X16.5	1000	BAGRAFT/PAPERCON	25Q1	1	1/case		
CHIX, 8PC FRYSR 2.5-3	42#AVG	UNASSIGNED		1	1/case		
GLOVE, POLY LG DSPBL	100	HANDGARDS INC	10/100-LG	1	10/case		
MIX, PANCAKE B/M	5#	GLISTER MARY-LEE	65804	2	6/case		
STRBRY, SLI CAL 4+1	6.5#	USF	630049	4	1/case		
MAYONNAISE, H/D	1 GAL	FORMAN CANNING CO	252969	2	4/case		
OIL, COTG PAN VEG AE	16.5 Z	US FOODSERVICE	291557	2	6/case		
DRSN, RANCH N-REF K	1 GAL	KEN'S FOOD	KE789	1	4/case		
PASTA, SPAG 20"	20#	HORMEL FOODS	210902	2	1/case		
BAG,PAP 8# WHT	500	MONOGRAM	724973	1	2/case		
CNTR,FD FM 4Z WHT SQ	25	LIBBEY GLASS	APPLBEEBS	2	40/case		
DISINF,CLNR FOAM	24 OZ	RECKITT BENCKISER INC	3624102775	1	12/case		
PORK,CHOP END & PC	10#	HORMEL FOODS CORPORATION	41232	4	1/case		
POLISH,S/S AEROSOL	18 OZ	PRIVATE BRAND DIST	38001052	1	6/case		
SUGAR, BROWN MED K	25#	IMPERIAL SUGAR COMPANY	120424	2	1/case		
HNDL,MOP WD SPD CHNG	EACH	CONTINENTAL COMMRC'L PRODUCTS	DA70302	2	1/case		
GLOVE,LATEX LRG	100	HANDGARDS INC	LTX100L	5	1/case		
TOM, 5X6 US#1 ILYRBX	LB	CROSS VALLEY FARMS	044163	2	10/case		
LID,SIP 8Z	100	WINCUP HOLDINGS	DT8	2	10/case		
BRUSH, SCRUB 8" WHT	1	CARLISLE FOODSERVICE	40541-02*P	3	1/case		
SAUCE, SOY	1 GAL	KIKKOMON INTERNATIONAL	00171	2	1/case		
TOM, CRUSH CONC	#10	USF	173565	1	6/case		
OREGANO, LEAF	5 OZ	REID, MURDOCH & CO	207192	3	1/case		
SYRP, PANCK & WFL	1 GAL	US FOODSERVICE	231295	1	4/case		
JELLY, ASST DIET K	12 GM	PORTRON PAC	00-90-720	1	200/case		
CHIP, TORT NACHO	1#	UNASSIGNED	2296	2	6/case		

<u>Description</u>	<u>Pack</u>	<u>Mfr Name</u>	<u>Mfg #</u>	<u>Cases</u>	<u>Case Size</u>	<u>Cost/Case</u>	<u>Extended Total</u>
SYRP, DIET PC	1 OZ	JM SMUCKER CO	02277	1	100/case		
EXTRACT, VAN IMIT K	1 GAL	MCCORMICK & CO	930608	1	1/case		
SALT, IODIZED K	26 OZ	MORTON SALT	10633140	1	24/case		
SUGAR, POWDERED	25#	INDIANA SUGAR		1	1/case		
CINNAMON, GRD K	16 OZ	MCCORMICK & CO	932654	3	1/case		
PEPPER, RED CRSH	12 OZ	REID, MURDOCH & CO	203885	2	1/case		
CAP, 24" BOUFFANT	100	CELLUCAP-FRANKLIN	BIX400D	2	1/case		
CRACKER, SALTINE SS	2 CT	USF	048191	1	500/case		
CARROT, BABY WHL PLD	5 LBS	UNASSIGNED		1	2/case		
PAD,SCOUR 6X9 MED	10	ACS	S096	4	1/case		
BAKING POWDER	10#	HULCO SALES CORP	355	1	1/case		
MITT,OVEN PYRO 17"BLK	2	SUPERIOR	7BKRDU-NDG	1	1/case		
YEAST, ACTIVE DRY	2#	BEATRICE FOODS	021330	2	1/case		
SAGE, RUBBED K	6 OZ	MCCORMICK & CO	932311	1	1/case		
FLAVOR, GRVY BWNG	QT	CLOROX	05102	1	1/case		
PEPPER, CAYENNE GR K	14 OZ	MCCORMICK & CO	932473	1	1/case		
FILTER,CONE 10"	50	ROYAL PAPER PRODUCTS	EFC10	1	1/case		

**ATTACHMENT A**  
**WEEKLY MENU 1**

	<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>	<b>SATURDAY</b>	<b>SUNDAY</b>
<b>BREAKFAST</b>	Cold Cereal Fruit Muffin Grapefruit Canned Fruit Milk	Oatmeal Cinnamon Toast Ham AppleSauce	Cold Cereal Fruit Muffin Grapefruit Applesauce Milk	1 Boiled Egg Hash Brown 1 Piece of Toast Fruit Juice	Cold Cereal Fruit Muffin Grapefruit Canned Fruit Milk	Oatmeal Cinnamon Roll Applesauce Fruit Juice	Grits Biscuit/Jelly Canned Beef Hash Canned Fruit
<b>LUNCH</b>	Sack Lunch	Sack Lunch	Sack Lunch	Sack Lunch	BBQ Pork Patty Potato Salad Corn on the Cob Green Beans	Chicken Patty Sandwich Lettuce & Tomato Potato Chips 1 Shape-Up (Frozen Juice)	Taco Salad Refried Beans Corn Jello
<b>DINNER</b>	Bean & Frank Casserole Corn Bread Mixed Veggies Broccoli	Meatballs & Gravy over Noodles Corn/Peas 1 Biscuit	Hot Turkey & Dressing w/Gravy Cauliflower Green Beans Cranberry Sauce	Corn Dogs Baked Beans Cole Slaw 2 Pickle Spears	Sack Lunch	Sack Lunch	Sack Lunch

**NOTES:**

Sack Lunch consists of the following:

Bologna & Cheese Sandwich w/Mayo

Peanut Butter & Jelly Sandwich

Celery or Carrot Sticks

Apple

Saturday & Sunday sack lunches consist of 2 bologna and cheese sandwiches-no peanut butter & jelly

**ATTACHMENT B**  
**WEEKLY MENU 2**

	<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>	<b>SATURDAY</b>	<b>SUNDAY</b>
<b>BREAKFAST</b>	Cold Cereal Fruit Muffin Grapefruit Canned Fruit Milk	1 Boiled Egg Hash Brown Biscuit/Jelly Fruit Juice	Cold Cereal Fruit Muffin Grapefruit 1 Shape-Up (Frozen Juice) Milk	French Toast Hash Brown Canned Fruit Fruit Juice	Cold Cereal Fruit Muffin Applesauce Ham Milk	Oatmeal 1 Donut 1 Shape-Up (Frozen Juice) Fruit Juice	Cream of Wheat Biscuit/Jelly Canned Beef Hash Canned Fruit
<b>LUNCH</b>	Sack Lunch	Sack Lunch	Sack Lunch	Sack Lunch	Polish Sausage Sauerkraut Potato Chips Mixed Veggies	Fish Sandwich French Fries 2 Pickle Spears Corn	Chicken & Noodles Spinach Carrots 1 Piece of Bread Jello
<b>DINNER</b>	Red Beans & Rice w/Hamburger Corn Bread Mixed Veggies Spinach	Country Fried Steak Mashed Potatoes Cream Gravy Green Beans Zucchini & Tomato Mix	Ravioli Peas & Mushrooms Carrots 1 Biscuit	Blackeye Peas w/Hamburger Corn Bread Broccoli Cole Slaw	Sack Lunch	Sack Lunch	Sack Lunch

**NOTES:**

Sack Lunch consists of the following:

Bologna & Cheese Sandwich w/Mayo

Peanut Butter & Jelly Sandwich

Celery or Carrot Sticks

Apple

Saturday & Sunday sack lunches consist of 2 bologna and cheese sandwiches-no peanut butter & jelly



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

***Standard Terms and Conditions***

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

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



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

***“No Bid” Response Form***

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

**“NO BID RESPONSE FORM”**

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

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

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

**Bid: 10-23AUG07 Food Products and Kitchen Supplies Term & Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned Term. 20 07

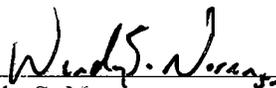
In the County Commission of said county, on the 11<sup>th</sup> day of September 20 07

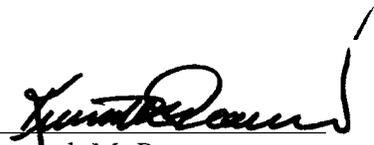
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby cancel the contract with Diamond Pharmacy for bid 31-15MAY07 – Prescription Medication and award said bid to D & H Drug Prescription Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 11<sup>th</sup> day of September, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
PRESCRIPTION MEDICATION TERM AND SUPPLY**

THIS AGREEMENT dated the 11<sup>th</sup> day of September 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **D & H Prescription Drug 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 **Prescription Medication Term and Supply**, County of Boone Request for Bid, bid number **31-15MAY07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One, as well as the Contractor's bid response dated May 11, 2007 and executed by Blaine Alberty on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on the date written above and extend through July 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 four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not. Subsequent renewal periods will begin August 1.

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

**4. Delivery** - Contractor agrees to deliver the items as specified within one (1) day after receipt of order and as detailed in paragraph 2.4.1. of the bid specifications.

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

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

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

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

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

**D & H PRESCRIPTION DRUG CO., INC.**

**BOONE COUNTY, MISSOURI**

by *Erin Alsty*

by: Boone County Commission

title *President D & H Drug Co Inc*

*Kenneth M. Pearson*  
Kenneth M. Pearson, Presiding Commissioner

address *1001 W Broadway*

*Columbia, Mo. 65203*

APPROVED AS TO FORM:

ATTEST:

*[Signature]*  
County Counselor

*Wendy S. Noren*  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Prescription Medication Term/Supply  
Corrections 1255-23501

Signature

*No Encumbrance Required* *9/5/2007*

Date

Appropriation Account

**REQUEST FOR BID DOCUMENTS  
BOONE COUNTY, MISSOURI  
BID # 31-15MAY07 – Prescription Medication Term and Supply**

**ADDENDUM #1**  
**(Issued May 9, 2007)**

This addendum is issued in accordance with Request for Bid 31-15MAY07 – Prescription Medication Term and Supply and is hereby incorporated into and made a part of the bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bidder's Response Form.

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

**BID DOCUMENTS:**

1. CHANGE paragraph 1.4.1. to read "...Processing fee per name brand prescription (maximum of \$4.00) + (plus) Processing fee per generic prescription (maximum of \$4.00) = TOTAL FOR EVALUATION."
2. CHANGE paragraph 2.2.2. to read: **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.
3. CHANGE the first sentence of paragraph 2.3.3.1. to read: Bid prices for prescription drugs shall be based on the most currently published Red Book Average Wholesale Price (AWP).
4. CHANGE paragraph 2.3.3. to read: **Average Wholesale Price: (AWP)** shall mean the average wholesale price (current cost) of the dispensed medication as defined by the Red Book. On the *Response Page*, the Bidder shall indicate the price list their firm will utilize under this bid. The County desires that the Bidders utilize the Red Book average wholesale price list. The County recognizes, however, that not all Bidders desire to use the Red Book price list. In that instance, the Bidders must provide details of a verifiable pricing structure their firm would utilize for quoting. The acceptability of the pricing structure quoted, shall be determined solely by Boone County.
5. CHANGE the first sentence of paragraph 2.3.3.1. to read: Bid prices for name brand prescription drugs shall be based on the most currently published Red Book Average Wholesale Price (AWP).
6. CHANGE paragraph 2.4.7. to read: **Price List:** Contractor must supply the Boone County Jail with a current copy of the Red Book Average Wholesale Price (AWP) Publication and the Federal Upper Limit (FUL), as well as all Addendums as they become available at no additional charge. The price list shall be provided to the County within 10 days of award. Boone County prefers computer readable media, but will accept printed copy.
7. CHANGE paragraph 2.4.15. to read: **Usage Reports:** The County desires that the Contractor supply monthly, quarterly, and yearly usage reports to the Boone County Medical Representative. The County prefers the monthly usage report in the following manner:
  - 1) Individual Patient, medication name, strength, number dispensed, and cost;
  - 2) Medication name, strength, quantity dispensed, cost, number of prescriptions, and number of returns;
  - 3) Prescribing physician name, medication name, strength, quantity dispensed, cost, and number of prescriptions.Please describe on the Response Page the type of reports that your firm can provide.

8. CHANGE paragraph 2.4.15.1. to read: The County desires the provision of **Quarterly and Year End Reports**: The Quarterly and Year End Reports should be listed by medication name, strength, number dispensed, cost, and number of prescriptions. All reports should be in alphabetical order and in a user-friendly format. Quarterly reports are due by the 10<sup>th</sup> day of the month following the quarter end. Reports should be provided on paper and electronically.
9. Replace the Response Form with the attached, Revised Response Form.

By:

  
Melinda Bobbitt, CPPB  
Director of Purchasing

BIDDER has examined copy of Addendum #1 to Request for Bid #31-15MAY07 – Prescription Medication Term and Supply, receipt of which is hereby acknowledged:

Company Name: D & H Prescription Drug Co., Inc.

Address: 1001 W. Broadway  
Columbia, Mo. 65203

Phone Number: 573 442-6105

Fax Number: 573 442-3101

Authorized Representative Signature: 

Date: 5/11/07

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 bid number and the due date and time.

- 4.1. Company Name: D & H Prescription Drug Co., Inc.
- 4.2. Address: 1001 W. Broadway
- 4.3. City/Zip: Columbia, Mo. 65203
- 4.4. Phone Number: 573-442-6105
- 4.5. Fax Number: 573-442-3101
- 4.6. Federal Tax ID: 43-0744606

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

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

4.7.1.

ITEM	DESCRIPTION	UNIT PRICE
1.	Name Brand Drugs: % Discount off of Average Wholesale Price (AWP)	AWP minus <u>13</u> %
2.	Generic Drugs: % Discount off of Average Wholesale Price (AWP) or Medicaid Maximum Allowable Cost (MAC)	AWP minus <u>30</u> %
3.	Dispensing Fee Per Prescription (Maximum of \$4.00)	\$ <u>3.50</u>
4.	OTC Drugs % Discount off List Price	<u>10</u> %
5.	Consultation Hourly Fee	\$ <u>60.00</u> /hour
4.7.2.	Price List Utilized for Pricing	<u>Red Book</u>

4.7.3. Bidder shall enter below any specific type medications/drugs to which the above percent discount does not apply. Enter those medications/drugs and percent discount below:  
Special orders (non stocked) items must be ordered in full manufacturer package sizes.

- 4.7.4. Emergency Twenty-Four Hour Service Contact:
- 4.7.4.1. Name: Blaine Alberty
- Telephone Number: 573-445-6727

- 4.7.5. Specify the Address of the Pharmacy that will be Servicing this Account:  
D & H Prescription Drug Co. Inc.  
1001 W. Broadway  
Columbia, Mo. 65203
- 4.7.6. Please describe in detail the types of usage reports that you can supply:  
The reports listed under #7 of this addendum  
(issued 5/9/2007) would be available as requested.  
We will work diligently to provide reports in any  
reasonable format or configuration that Boone  
County requests.
- 4.7.7. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

J. Blaine Alberty

Type or Print Signed Name:

J. Blaine Alberty

Today's Date: 5/11/07

**EXHIBIT A**

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name: Boone County Jail  
Address: 2121 County Dr.  
Columbia, Mo 65202  
Contact Name: Tamara Walz-Nowlin  
Telephone Number: 876-6109

Date of Contract: 6/2002  
Length of Contract: 1 yr. with 4 1 yr extensions

**Description of Prior Services (include dates):** D & H has been the provider for RX and Non RX to Boone County Jail inmates for the past 5 years

**2. Prior Services Performed for: N/A**

Company Name:  
Address:

Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for: N/A**

Company Name:  
Address:

Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

**Description of Prior Services (include dates):**

**SPECIAL BUSINESSOWNERS DECLARATIONS  
THIS IS NOT A BILL**

<b>NAMED INSURED AND MAILING ADDRESS</b>  D & H PRESCRIPTION DRUG COMPANY INC 1001 W BROADWAY COLUMBIA MO 65203	<b>CUSTOMER NUMBER</b> 0000418001
	<b>POLICY NUMBER</b> BOP 0002792 09
	<b>Previous Policy Number</b> BOP 0002792
	<b>POLICY PERIOD</b> 01/05/07 <b>TO</b> 01/05/08 12 01 A.M. Standard Time at the described location
<b>TRANSACTION</b> RENEWAL DECLARATION	

**INSURED IS:** Corporation

**BUSINESS OF INSURED:** Pharmacy with Compounding

In return for payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

**PROPERTY COVERAGE:** SEE ATTACHED SCHEDULE

LIABILITY COVERAGE:	LIMIT
GENERAL AGGREGATE LIMIT	2,000,000
PRODUCTS/COMPLETED WORK HAZARD AGGREGATE LIMIT	2,000,000
<b>EACH OCCURRENCE LIMIT</b>	1,000,000
Products/Completed Work Hazard Liability	Included
Personal and Advertising Injury Liability	Included
Pharmacy Professional Liability	Included
Home Health Care Services Professional Liability	Included
<b>FIRE LEGAL LIABILITY LIMIT (per occurrence)</b>	50,000
<b>MEDICAL PAYMENTS LIMIT (per person)</b>	5,000

**POLICY PREMIUM TOTAL** \$20,038.00

**WARNING:** A person who knowingly submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime and may be subject to criminal and civil penalties.

# Pharmacists Mutual<sup>®</sup> Insurance Company

<b>NAMED INSURED D &amp; H PRESCRIPTION DRUG</b>			
<b>CUSTOMER NUMBER</b>	0000418001		
<b>POLICY NUMBER</b>	BOP 0002792 09		
<b>POLICY PERIOD</b>	01/05/07	<b>TO</b>	01/05/08
12 01 A.M. Standard Time at the described location			

## FORMS AND ENDORSEMENTS

ACORD25	(08/01)	Certificate of Liability Ins	BP0200	(01/04)	Businessowners Special Policy
BP0331	(01/04)	Protective Devices	BP0336	(01/04)	Premium Payments
BP0440	(05/05)	Amendatory Endorsement MO	BP0676	(01/04)	Excl-Fungus or Related Perils
BP0711	(01/04)	Loss Payable Options	BP0714	(02/04)	Computer Virus & Hacking Cov
BP0722	(01/04)	Punitive Damages Exclusion	BP0734	(01/04)	Lead Liability Exclusion
BP0736	(01/04)	Exclusion-Abuse or Molestation	BP0738	(01/04)	AI-Newly Acquired Organization
BP0748	(02/04)	Total Pollution Exclusion	BP0750	(12/02)	Certified Terrorism Loss
BP0753	(01/04)	Amend Definition Cov Contract	BP0790	(01/04)	Non-Certif Act Terrorism Excl
BP0833	(01/05)	Auto & Mobile Equipment Amend	BP0839	(10/05)	Asbestos Exclusion
BP0840	(10/05)	TCPA & CAN-SPAM Act Exclusion	BP0841	(10/05)	AI-Designated Person/Organiz.
BP1790	(06/06)	Conditional Terrorism Excl	CL0167	(05/05)	Guaranty Assoc Cov Limitations
CL0315	(04/06)	Notice of Terrorism Exclusion	CL1045-SFP	(06/06)	Notice of Terrorism Coverage
CL1605	(06/06)	Certified Terrorism Loss Discl	PM1000	(10/01)	Mutual Company Provisions
PM1014B	(06/05)	Pharmacy Professional Liab	PM1015B	(06/05)	Expanded Property Coverages
PM1098B	(06/05)	HHC Services Professional Liab	PM1103B	(06/05)	Equipment Breakdown Endors.
PM1114B	(06/05)	Employee Redefined	PM9901	(04/06)	Disclosure Notice Mobile Equip

## POLICY INTERESTS

Loc. 1      ADDITIONAL INSURED

EXPRESS SCRIPTS  
14000 RIVERPORT DR  
MARYLAND HEIGHTS MO 63043

Loc. 1      ADDITIONAL INSURED

COUNTY OF BOONE  
601 E WALNUT  
COLUMBIA MO 65201

Loc. 2      LOSS PAYABLE

FIRST NATIONAL BANK  
801 E BROADWAY  
COLUMBIA MO 65201-4880

Loc. 1      LOSS PAYABLE

JACKIE DUBBERT  
FIRST NATIONAL BANK & TRUST CO  
PO BOX 1867  
COLUMBIA MO 65205

Loc. 2      LOSS PAYABLE

JACKIE DUBBERT  
FIRST NATIONAL BANK & TRUST CO  
PO BOX 1867  
COLUMBIA MO 65205



<b>NAMED INSURED</b> D & H PRESCRIPTION DRUG	
<b>CUSTOMER NUMBER</b>	0000418001
<b>POLICY NUMBER</b>	BOP 0002792 09
<b>POLICY PERIOD</b>	01/05/07 <b>TO</b> 01/05/08
12 01 A.M. Standard Time at the described location	

**SPECIAL PROPERTY COVERAGE SCHEDULE**

**DESCRIBED PREMISES: RETAIL PHARMACY**

Loc. Bldg.  
 001 001 1001 W BROADWAY  
 COLUMBIA MO 65203

**PROTECTIVE DEVICE**  
 Alarm-Central Station

**County:**  
 BOONE

PROPERTY COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE
COVERAGE B BUSINESS PERSONAL PROPERTY Replacement Cost	630,000	500
COVERAGE C LOSS OF INCOME NOT TO EXCEED 12 CONSECUTIVE MONTHS	Actual Loss Sustained	
<b>OPTIONAL COVERAGE</b>		
<b>MONEY AND SECURITIES COVERAGE</b>		500
On Premises	25,000	
Off Premises	15,000	
EQUIPMENT BREAKDOWN ENDORSEMENT	See Form PM1103B	500
OUTDOOR SIGNS	12,000	500
EMPLOYEE DISHONESTY	10,000	500

## REQUEST FOR BID DOCUMENTS

### BOONE COUNTY, MISSOURI

#### ID # 31-15MAY07 – Prescription Medication Term and Supply

#### ADDENDUM #1 (Issued May 9, 2007)

This addendum is issued in accordance with Request for Bid 31-15MAY07 – Prescription Medication Term and Supply and is hereby incorporated into and made a part of the bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bidder's Response Form.

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

#### BID DOCUMENTS:

1. CHANGE paragraph 1.4.1. to read "...Processing fee per name brand prescription (maximum of \$4.00) + (plus) Processing fee per generic prescription (maximum of \$4.00) = TOTAL FOR EVALUATION."
2. CHANGE paragraph 2.2.2. to read: **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.
3. CHANGE the first sentence of paragraph 2.3.3.1. to read: Bid prices for prescription drugs shall be based on the most currently published Red Book Average Wholesale Price (AWP).
4. CHANGE paragraph 2.3.3. to read: **Average Wholesale Price:** (AWP) shall mean the average wholesale price (current cost) of the dispensed medication as defined by the Red Book. On the *Response Page*, the Bidder shall indicate the price list their firm will utilize under this bid. The County desires that the Bidders utilize the Red Book average wholesale price list. The County recognizes, however, that not all Bidders desire to use the Red Book price list. In that instance, the Bidders must provide details of a verifiable pricing structure their firm would utilize for quoting. The acceptability of the pricing structure quoted, shall be determined solely by Boone County.
5. CHANGE the first sentence of paragraph 2.3.3.1. to read: Bid prices for name brand prescription drugs shall be based on the most currently published Red Book Average Wholesale Price (AWP).
6. CHANGE paragraph 2.4.7. to read: **Price List:** Contractor must supply the Boone County Jail with a current copy of the Red Book Average Wholesale Price (AWP) Publication and the Federal Upper Limit (FUL), as well as all Addendums as they become available at no additional charge. The price list shall be provided to the County within 10 days of award. Boone County prefers computer readable media, but will accept printed copy.
7. CHANGE paragraph 2.4.15. to read: **Usage Reports:** The County desires that the Contractor supply monthly, quarterly, and yearly usage reports to the Boone County Medical Representative. The County prefers the monthly usage report in the following manner:
  - 1) Individual Patient, medication name, strength, number dispensed, and cost;
  - 2) Medication name, strength, quantity dispensed, cost, number of prescriptions, and number of returns;
  - 3) Prescribing physician name, medication name, strength, quantity dispensed, cost, and number of prescriptions.Please describe on the Response Page the type of reports that your firm can provide.

8. CHANGE paragraph 2.4.15.1. to read: The County desires the provision of **Quarterly and Year End Reports**: The Quarterly and Year End Reports should be listed by medication name, strength, number dispensed, cost, and number of prescriptions. All reports should be in alphabetical order and in a user-friendly format. Quarterly reports are due by the 10<sup>th</sup> day of the month following the quarter end. Reports should be provided on paper and electronically.
9. Replace the Response Form with the attached, Revised Response Form.

By:   
**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

BIDDER has examined copy of Addendum #1 to Request for Bid #31-15MAY07 – Prescription Medication Term and Supply, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

4.7.1.

ITEM	DESCRIPTION	UNIT PRICE
1.	<b>Name Brand Drugs:</b> % Discount off of Average Wholesale Price (AWP)	AWP minus _____%
2.	<b>Generic Drugs:</b> % Discount off of Average Wholesale Price (AWP) or Medicaid Maximum Allowable Cost (MAC)	AWP minus _____%
3.	Dispensing Fee Per Prescription (Maximum of \$4.00)	\$ _____
4.	OTC Drugs % Discount off List Price	_____ %
5.	Consultation Hourly Fee	\$ _____/hour

4.7.2.

Price List Utilized for Pricing \_\_\_\_\_

4.7.3.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.7.4. **Emergency Twenty-Four Hour Service Contact:**

4.7.4.1. Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

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4.7.6. Please describe in detail the types of usage reports that you can supply:

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4.7.7. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

---

Type or Print Signed Name:

Today's Date: \_\_\_\_\_

---



## 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@boonecountymmo.org

---

### **Bid Data**

Bid Number: **31-15MAY07**  
Commodity Title: **Prescription Medication Term and Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### **Bid Submission Address and Deadline**

Day / Date: **TUESDAY – May 15, 2007**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201**  
Directions: **The Johnson Building is located on the Northeast corner at 6<sup>th</sup> 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: **TUESDAY – May 15, 2007**  
Time: **10:30 A.M. C.S.T.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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### **Bid Contents**

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

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.4.1. **Basis of Award:** The basis of award for this bid will be the low bid meeting specifications based on the following formula: Assume an average order of \$100; assume a mix of 50% generic prescriptions and 50% name brand prescriptions; \$50 of name brand prescriptions multiplied by the quoted discount + (plus) \$50 of generic prescriptions multiplied by the quoted discounts + (plus) Processing fee per name brand prescription (maximum of \$4.00) + (plus) Processing fee per generic prescription (maximum of \$3.00) = (equals) TOTAL FOR EVALUATION.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The Term and Supply Contract period resulting from this Bid will be for the period **July 15, 2007 through July 31, 2008**, and may be **automatically renewed** for an **additional four (4)** years unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery on an “as needed” basis for **Prescription and Over-the Counter Medications and Supply Items** for the inmates of the Boone County Jail of Boone County – Missouri.
- 2.2. **Contract Period** - The Term and Supply Contract period shall be July 15, 2007 through July 31, 2008, and may be automatically renewed for up to an additional four (4) one-year periods unless canceled by either party.
- 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written, “shall not exceed \$120,000” contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.3. **Delivery Locations** – Delivery shall be provided to the following County site:  
Boone County Jail, Attn: Tamara Waltz-Nowlin, 2121 County Drive, Columbia, MO 65202.

2.3. General Conditions

2.3.1. Background Information:

**Jail:** The Boone County Jail, with an average population of 180 inmates per day, currently receives the contractual services of a physician to provide medical services for all inmates entrusted to the County. In many instances, the inmate population requires certain prescription drugs and medications that must be provided to them by the County. The Contractor shall provide prescriptions as written by the County contract physician or contracted County Nurse Practitioner. Pre-packaging (bubble pack) of medications is required for inmates of the Boone County Jail.

- 2.3.1.1. **Estimated Usage:** Based on past usage, the estimated total expenditures against this contract are expected to be approximately **\$60,000 annually**. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.3.2. **Prescription Provision:** The County will provide the prescription and all other pertinent information to the pharmacy by phone, fax, or in person by an authorized person in the medical field.
- 2.3.3. **Federal Upper Limit: (FUL)** shall mean the average wholesale price (current cost) of the dispensed medication as defined by the Red Book. On the *Response Page*, the Bidder shall indicate the price list their firm will utilize under this bid. The County desires that the Bidders utilize the Red Book average wholesale price list. The County recognizes, however, that not all Bidders desire to use the Red Book price list. In that instance, the Bidders must provide details of a verifiable pricing structure their firm would utilize for quoting. The acceptability of the pricing structure quoted, shall be determined solely by Boone County.
- 2.3.3.1. Bid prices for prescription drugs shall be based on the most currently published Red Book Federal Upper Limit (FUL). Bid prices for over the counter (OTC) items shall be based on a percentage of discounts off of manufacturer’s list prices. Pricing of all drugs shall utilize the AWP price based on the uniform 100 tablets or capsule bottle. In instances where companies do not package in 100 tablets or capsules, the smaller packages will be averaged at the 100 unit price.
- 2.3.3.2. For liquids, the AWP will again be the basis for calculations based on the one (1) pint or 16 ounce container, unless the manufacturer does not package the product in the pint size. As with the tablets and capsules stated above, the cost figure will either be adjusted to the 16 ounce, or the actual AWP cost per ounce will be used.
- 2.3.3.3. **Generic Drugs:** The use of generic drugs will be acceptable when available from a manufacturer approved by the Pharmacy Board, and when the Physician permits substitution on the written prescription, or authorizes it by telephone or fax. It is preferred that for generic drugs, the Federal Upper Limit (FUL) based on the Medicaid FUL be utilized for pricing. Generic drug pricing should be FUL ~~or Medicaid maximum Allowable Allowance (MAC), whichever is less.~~

- 2.3.4. **Price Adjustments:** Medication prices will be allowed to change, but only as the price list changes, and only after a new price list is provided to Boone County. The quoted discounts and processing fees shall remain the same for the term of this contract.
- 2.3.5. **Sub-Contractors:** Subcontracting of any of the services required by this bid must be approved through the County Designee.
- 2.3.6. **Pricing:**
- 2.3.6.1. **Dispensing Fees:** It is assumed that dispensing fees will be assessed on a “per prescription” basis. The maximum allowable amount to be charged to Boone County for a dispensing fee shall be \$4.00. All bid prices shall be complete including any administrative costs and related charges, except for the dispensing cost. On the *Response Page*, each Bidder shall state the cost to the county for dispensing charges which shall include delivery to the Boone County Jail.
- 2.3.6.2. **Consultation Fee:** Boone County may desire to utilize Pharmacy Consultation Services on an occasional basis. ( i.e. Development of a formulary for use at the Boone County Jail.) On the *Response Page*, each Bidder shall state the cost to the County for consultation hourly fees.
- 2.3.7. **Storage:** The Boone County Jail will provide appropriate locked and double-locked storage areas for controlled medications, starter medications, and medications requiring refrigeration. The Contractor is responsible for making sure that storage areas meet D.E.A., Missouri Board of Pharmacy, Missouri Medical Board, and Missouri Nursing Board rules and regulations.
- 2.4. **Contractor Responsibility / Service Requirements:**
- 2.4.1. **Delivery:** The Boone County Jail Medical Supervisor will determine the best delivery site and times that will maintain security and efficiency. The Contractor must provide a minimum of one delivery Monday through Saturday, with occasional Sunday deliveries. The Boone County Jail reserves the right to request regular Sunday delivery if the volume or need for pharmaceuticals substantially increases during the contract period. The Contractor must make arrangements for holiday delivery and advise the Boone County Jail of the schedule. All deliveries must be accompanied by a delivery receipt and signed by the Medical Supervisor or designee upon arrival. All delivery charges must be included in the dispensing fee and will not be paid separately.
- 2.4.2. **Orders:** The Contractor shall stock sufficient quantities of supplies on an “as needed” basis within twenty-four (24) hour notification by the County. The Medical Supervisor will place bi-weekly orders for existing inmates. Small daily orders may be necessary for newly admitted inmates with a smaller quantity to get the inmates on the two week schedule.
- 2.4.3. **Packaging:** All pharmaceuticals must be packaged to accommodate rapid distribution to a large volume of patients. This may be accomplished via unit dose calendar cards, blister card system, or a similar system which has the approval of the Boone County Medical Supervisor. The amount of medication packaged per unit of distribution will be based on a two to four week supply or a smaller quantity based on the volume to be distributed, and ease of storage. Creams and liquids must be provided in plastic containers whenever possible.
- 2.4.4. **Pharmaceutical Labeling:** The computer generated pharmaceutical label should contain the following information: County facility name and address; inmate name; directions for use and cautionary statements; product identification number; dispensing date; dispensing registered pharmacist’s initials.
- 2.4.5. **Pharmaceutical Destruction:** The Contractor shall be responsible for destroying any medications which have been dispensed for specific inmates who are no longer within the facility or otherwise may not be re-distributed. The Contractor will be responsible for maintaining destruction records and making a report available to the Boone County Medical Supervisor. At the end of the contract period, the Contractor will be responsible for removing any and all medications if the Contractor’s contract is not renewed with Boone County.
- 2.4.6. **Price List:** Contractor must supply the Boone County Jail with a current copy of the Red Book Federal Upper Limit (FUL) Publication and the Federal Upper Limit (FUL), as well as all Addendums as they become available at no additional charge. The price list shall be provided to the County within 10 days of award. Boone County prefers computer readable media, but will accept printed copy.
- 2.4.7. **Designated Contact:** The Contractor shall appoint a person or persons to act as a primary contact for the County Medical Supervisor. This person or back-up shall be readily available during normal work hours by phone or in person, and knowledgeable of the terms and procedures involved in this contract.

- 2.4.8. **Pharmacist List:** The Contractor must supply a complete current list of the names of all pharmacists who fill prescriptions and submit it to the Boone County Medical Supervisor during the first month of the contract. This list should be updated as necessary throughout the contract period.
- 2.4.9. **Services:** The Contractor shall provide all the medicines and drugs prescribed by the County contracted Physician. The Contractor shall compound and dispense all drugs and medicines in accordance with all legal and ethical requirements as well as in accordance with all accepted industry practices. Such professional pharmacy services shall be provided by trained, qualified, Missouri licensed pharmacists and technicians using modern equipment techniques.
- 2.4.9.1. The Contractor must maintain a local telephone number where Boone County staff persons may contact the Contractor's representative during the County's normal business hours. The County's normal business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 2.4.9.2. The Contractor shall maintain, during the term of this contract, sufficient trained personnel who are capable of communicating on a knowledgeable basis with the prescribing physician, and other authorized medical professionals, for the purpose of insuring that all prescriptions conform to the client's pharmaceutical needs.
- 2.4.10. **Stock:** Every effort should be made to fill the inmate's prescription at the time it is submitted. However, if the Contractor is unable to fill an inmate's prescription immediately, every effort should be made to obtain the required medicine or drugs by the next calendar day.
- 2.4.11. **Dispensing Process:** During the dispensing process, the Contractor must accurately dispense the prescribed medications in accordance with all applicable legal, professional, and industry standards using the least expensive bio equivalent generic drug available whenever generic drug is less expensive than the brand name equivalent, unless otherwise specified by the physician. If the pharmacist deems a need for an exception, the County contact person is Tamara Waltz-Nowlin, Boone County Medical Representative, (573) 875-1111.
- 2.4.12.1. The Prescription drug must be therapeutically equivalent ("A" rating) by the FDA as published in the current edition of the Approved Drug Products with Therapeutic Equivalent Evaluations.
- 2.4.13. **Confidentiality:** The Contractor agrees to maintain the confidentiality of Boone County's client information. The confidentiality of any client information submitted by the County to the Contractor shall be maintained by the Contractor in the same manner as the Contractor's internal confidential information.
- 2.4.13.1. The disclosure of client information to any unauthorized person by the Contractor shall be considered by the County to be a breach of the terms and conditions of this bid. The Contractor agrees to immediately inform the County of the disclosure of any of the previously listed information to any unauthorized party.
- 2.4.14. **Invoices:** An invoice shall be included with the monthly report and shall contain sufficient detail to allow for proper audit and post-audit thereof. The Contractor understands and agrees the County may deduct or reduce any itemized cost contained in any billing statement or invoice when said item does not conform to the terms and conditions of this bid.

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

1. Service Date(s) – date prescription filled.
2. Inmate Name
3. Itemized List of Prescription Names, Prescription Numbers, Dosage, Quantity, and Price
4. Dispensing Fees

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

- 2.4.14.1.. Invoices should be submitted to the Boone County Jail for payment, which will be made 30 days after receipt of a correct and valid monthly statement. The Boone County Medical Representative will review all billing prior to authorization. Any discrepancies will be reported to the Contractor in writing. Payment for discrepancies will be withheld until the Contractor provides a satisfactory invoice.
- Billing address:** Boone County Jail, Attn: Tamara Waltz-Nowlin, 2121 County Drive, Columbia, MO 65202.

- 2.4.15. **Usage Reports:** The Contractor must supply monthly, quarterly, and yearly usage reports to the Boone County Medical Representative. The Contractor must supply the monthly usage report in the following manner:
- 1) Individual Patient, medication name, strength, number dispensed, and cost;
  - 2) Medication name, strength, quantity dispensed, cost, number of prescriptions, and number of returns;
  - 3) Prescribing physician name, medication name, strength, quantity dispensed, cost, and number of prescriptions.
- 2.4.15.1. **Quarterly and Year End Reports:** Quarterly and Year End Reports must be listed by medication name, strength, number dispensed, cost, and number of prescriptions. All reports must be in alphabetical order and in a user-friendly format. Quarterly reports are due by the 10<sup>th</sup> day of the month following the quarter end. Reports should be provided on paper and electronically.
- 2.4.16. **Medication Profile:** The Contractor is responsible for maintaining an individual medication profile on each inmate, which may be requested by the Boone County Jail Medical Supervisor. This will include all demographic information and allergy history. The medication profile is the property of the Boone County Jail, and will be made available by the Contractor using computer disks to the next successive pharmaceutical Contractor if a new Contractor is selected for the next contract period beginning in 2008.
- 2.5. **Contractor's Insurance:**
- 2.5.1. **Insurance Requirements** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form and companies satisfactory to the County.
- 2.5.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide Employee's Liability Insurance for the protections of their employees not otherwise protected.
- 2.5.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- 2.5.4. **Automobile Public Liability and Property** - The Contractor shall maintain during the life of this contract, automobile public liability insurance in the amount of not less than \$2,000,000.00 combine single limit for any one occurrence and not less than \$150,000.00 per individual, 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.
- 2.5.5. **Owner's Contingent or Protective Liability and Property Damage** - The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, 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. It is preferred that this policy includes a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.
- 2.5.5. **Insurance Certifications** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

- 2.6. **INDEMNITY AGREEMENT** – To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.7. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.8. **Special Conditions and Requirements**
- 2.8.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)
- 2.8.2. **Designee** – Major Warren Brewer, Boone County Jail, 2121 County Drive, Columbia, MO 65202. Phone: (573) 875-1111, extension 6235. E-mail: [wbrewer@boonecountymo.org](mailto:wbrewer@boonecountymo.org)
- 2.8.3. **Award of Contract:** The County may consider a multi-vendor award. The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary and secondary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary source shall be final and conclusive.
- 2.8.3.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. **Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
  - 3.2.2. **Advice of Award** - The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at [www.showmeboone.com](http://www.showmeboone.com). View information under *Purchasing Department*.
- 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. Prescription Service: We propose to furnish and deliver prescriptions, medications and supplies as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1. ITEM	DESCRIPTION	UNIT PRICE
1.	<b>Name Brand Drugs:</b> % Discount off of Federal Upper Limit	FUL minus ____%
2.	<b>Generic Drugs:</b> % Discount off of Federal Upper Limit (FUL) or Medicaid Maximum Allowable Cost (MAC), whichever is less	FUL minus ____%
3.	Dispensing Fee Per Prescription (Maximum of \$4.00)	\$ _____
4.	OTC Drugs % Discount off List Price	_____ %
5.	Consultation Hourly Fee	\$ _____/hour

4.7.2. Price List Utilized for Pricing \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.7.4. Service to start within \_\_\_\_\_ calendar days after receipt of Notice to Proceed and Purchase Order

4.7.5. Emergency Twenty-Four Hour Service Contact:

4.7.5.1. Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

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4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

---

Type or Print Signed Name:

Today's Date: \_\_\_\_\_

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**EXHIBIT A**

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:

Address:

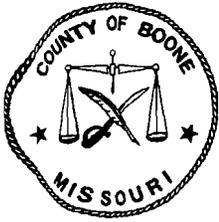
Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**



**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.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the

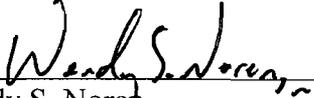
11<sup>th</sup> day of September 20 07

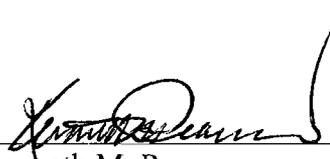
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Consultant Services with Peckham & Wright Architects, Inc for renovations to the Life Styles building and law offices. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

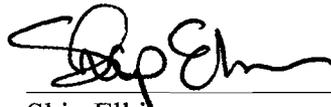
Done this 11<sup>th</sup> day of September, 2007.

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

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 11<sup>th</sup> day of September, 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: Peckham & Wright Architects, Inc.

Project/Work Description: Additional Services - Renovations to 609 E. Walnut & 101 N. 7<sup>th</sup> St.

Proposal Description: (identify proposal by date, person issuing proposal and attach a copy of proposal) See attached 3 page proposal dated July 12, 2007 for additional services under prior agreement.

Modifications to Proposal: (identify any modifications or attach correspondence modifying proposal, or show as not applicable) All work shall be completed in order to allow reasonable time for construction to meet tenant occupancy requirements set forth in the original proposal. Fees and expenses shall be billed on time and expense basis in accordance with original fee schedule under billing and invoice requirements set forth in the general consultant agreement; billings for outside consultants shall be at direct cost; overall fees and expenses shall not exceed \$28,609.32 without prior written approval of Owner; this amount includes the prior not to exceed amount and prior payments under the original agreement for this project.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

**CONSULTANT**

By NICHOLAS PECKHAM  
Title CEO

Dated: 9/11/07

**APPROVED AS TO FORM:**

[Signature]  
County Counselor

**BOONE COUNTY, MISSOURI**

By [Signature]  
Presiding Commissioner

Dated: 9/11/07

**ATTEST:**

[Signature]  
County Clerk



RECEIVED JUL 18 2007

July 12, 2007

Ms. Karen Miller  
Boone County Commissioner  
801 East Walnut  
Columbia, MO 65201

Re: Renovations to 609 East Walnut and 101 North Seventh Street  
PWA No.: 200721.01

Dear Commissioner Miller:

The facility modifications to the "Lifestyles" building posed unique challenges in readying for office space occupancy. I trust that the discovery and derived solutions will prove to be the most effective circumstance both for Boone County and for the PedNet organization.

Based on the following, Peckham & Wright Architects, Inc. proposes a modification to the original proposal in order to allow enough fees to complete the next phase of work:

- Reduction of construction scope after completion of documents to 90%, required additional work to plans and specifications:
  - Existing walls at west end of tenant space left intact as much as possible;
  - Existing bathroom preserved for re-use;
  - ADA bathroom with shower relocated to opposite side of tenant space.
  - Kitchen space reduced to compensate;
  - Mechanical system changes deleted;
  - Entry vestibule size reduced.

This reduction of construction scope allowed project progression without compromising code requirements and budget constraints.

- Note and specification changes allowed north double-door entry for use as ADA entry.
- Exterior sidewalk repairs requested.
- Discovery of basement required additional investigation.
- In lieu of MEP review, design and documentation was done by CM Engineering. Letter from Dennis Cotter, dated June 28, 2007, enclosed.

As you can see by the enclosed invoice for \$14,749.32, the work for the Lifestyles building did not exceed our original project proposal not-to-exceed amount of \$17,685, but the changes noted above required additional time that will not allow enough time to complete the necessary design and documentation for the second building. The next facility will pose its own challenges in accomplishing the County's goals, and the time spent on design alternative analysis will require similar effort as the first phase.

**PECKHAM & WRIGHT ARCHITECTS, INC.**

a member of  
PWAE Group, Inc.

15 South Tenth Street  
Columbia, Missouri 65201  
573.449.2683

www.peckhamwright.com

Commissioner Karen Miller  
July 12, 2007  
Page 2 of 2

An Amended Proposal for Boone County Facilities at 6<sup>th</sup> and Walnut, dated July 12, 2007 is attached for your consideration.

Please call if you have any questions.

Sincerely,  
PECKHAM & WRIGHT ARCHITECTS, INC.

*NICHOLAS PECKHAM*

Nicholas Peckham, AIA, LEED AP  
C.E.O.

kt

Enc.

**AMENDED PROPOSAL FOR BOONE COUNTY FACILITIES  
AT 6TH AND WALNUT, COLUMBIA, MO**

**Proposal - Estimate of Hourly Fees**

	<b>Hours</b>	<b>Rate</b>	<b>Subtotal</b>	
<b><i>Lifestyles Renovation for PedNet</i></b>				
<b>Architecture</b>				
Sr. Principal	18	\$ 125.00	\$ 2,250.00	
Architect IV	98	\$ 95.00	\$ 9,310.00	
<b>Subtotal - Architectural</b>	<b>116 hours</b>		<b>\$ 11,560.00</b>	
<b>Total PWA (hourly, not-to-exceed)</b>				<b>\$ 11,560.00</b>
<b>Consultants</b>				
MEP Scope Change to Design/Document (CM Engineering)			\$ 2,930.00	\$ 2,930.00
<b>Reimbursable Expenses</b>				
Documents	1	\$ 259.32	\$ 259.32	\$ 259.32
<b>Total time and expense for Lifestyles</b>				<b>\$ 14,749.32</b>
-----				
<b><i>Estimate for Second Phase</i></b>				
<b>Architecture</b>				
Sr. Principal	8	\$ 125.00	\$ 1,000.00	
Architect IV	88	\$ 95.00	\$ 8,360.00	
Technician	20	\$ 60.00	\$ 1,200.00	
<b>Subtotal - Architectural</b>	<b>116 hours</b>		<b>\$ 10,560.00</b>	
<b>Total PWA (hourly, not-to-exceed)</b>				<b>\$ 10,560.00</b>
<b>Consultants</b>				
MEP restroom renovation (CM Engineering)			\$ 3,000.00	\$ 3,000.00
<b>Reimbursable Expenses</b>				
Documents	1	\$ 300.00	\$ 300.00	\$ 300.00
<b>Total estimated time and expense for Phase II</b>				<b>\$ 13,860.00</b>
<b>Revised Proposal Total for Project:</b>				<b>\$ 28,609.32</b>