

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 26th day of November 20 07

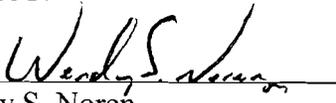
the following, among other proceedings, were had, viz:

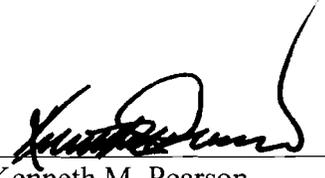
Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorize the presiding commissioner to sign it:

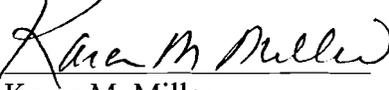
Shady Brook Estates Plat 2. S34-T50-12. A-2. George E. James, owner. James V. Patchett, surveyor.

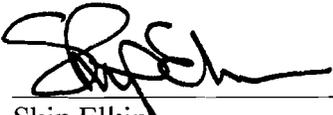
Done this 26th day of November, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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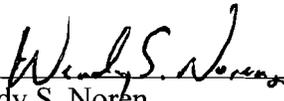
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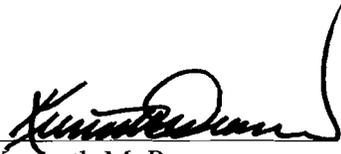
Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorize the presiding commissioner to sign it:

Haystack Acres Plat 2. S17-T49N-R12W. A-2/ A-R. Estil Poff and Susan Hawkins-Poff, owners. Timothy J. Reed, surveyor.

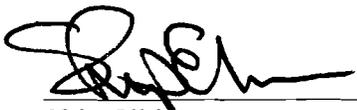
Done this 26th day of November, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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November Session of the October Adjourned Term. 20 07

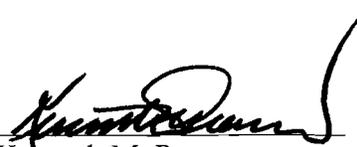
In the County Commission of said county, on the 26th day of November 20 07
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the agreement with Harrington and Cortelyou, Inc. for the Burr Oak Bridge Project – Supplemental Request No. 1. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 26th day of November, 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 26th day of November, 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: HARRINGTON & CORTELYOU, INC.

Project/Work Description: BURR OAK BRIDGE PROJECT – SUPPLEMENTAL REQUEST NO 1.

Proposal Description: See attached Scope of Services and Fee Schedule dated October 17, 2007 and issued by Harrington and Cortelyou.

Modifications to Proposal: Fees and expenses shall not exceed \$35,200.00 without prior written approval of Owner.

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.

HARRINGTON AND CORTELYOU, INC

BOONE COUNTY, MISSOURI

By Mark L. Duck
Title Vice President

By [Signature]
Presiding Commissioner

Dated: 12-5-07

Dated: 11/26/07

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Attorney

[Signature]
County Clerk

APPROVED:

CERTIFICATION:

[Signature]
Director, Boone County Public Works

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

Jane E. Pitchford 11/16/07
Auditor by [Signature] Date 2005-71102

Boone County Public Works

David W. Mink, P.E.

Director of Public Works

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



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

Date: October 19, 2007
To: County Commission
From: David Mink 
Subject: Burr Oak Bridge Project – Supplemental Request No. 1

Harrington & Cortelyou, Inc. has submitted Supplemental No. 1 dated October 17, 2007 requesting additional compensation for work done beyond the original scope of work. The total amount of the supplemental request is \$35,200. The additional work is outlined in a letter from H&C dated October 17, 2007. The additional costs are itemized as the Bridge Replacement Off-System (BRO) process requires and the hourly costs correspond to the County's qualification based selection contract. I have reviewed the narrative for each additional item and each seems to be reasonable and justified. I recommend approval.

This cost could be absorbed in the existing 2007 budget without a revision if the funds for the recently deferred Clearview / Hackberry project could be reallocated for the purpose.

Cc: June Pitchford
Project File



October 17, 2007

Re: Boone County Bridge No. 48700342
 Burr Oak Road over Perche Creek
 HCI No. 959-13

Mr. David Mink, P.E.
 Director
 Boone County Public Works
 5551 Highway 63 South
 Columbia, Missouri 65201-9711

Attn: Mr. Shane Creech

Dear Mr. Mink:

We are submitting this letter requesting an adjustment to our maximum fee for the Design and Bidding Services Phase. As has been discussed the size and scope of this project has become more extensive than initially thought.

As detailed on the attached pages and summarized below we are requesting that the maximum contract amount payable for the Design and Bidding Phase shall be increased from \$51,800 to \$87,000.

	<u>Original Agreement</u>	<u>Supplemental No. 1</u>	<u>Total Contract</u>
Actual Costs	\$46,850	\$30,960	\$77,810
Fixed Fee	<u>4,950</u>	<u>4,240</u>	<u>9,190</u>
Contract Maximum	\$51,800	\$35,200	\$87,000

We appreciate this opportunity to be of service to Boone County and look forward to completing this project. Please call should you have any questions.

Sincerely,

HARRINGTON & CORTELYOU, INC.

Mark S. Huck, P.E.

MSH:prc

Attachments



South Alignment - 3rd Alternate Submitted April 6, 2006

Per comments and discussions from the public meeting held at Lucy's in the City of McBaine, it was requested that a third profile and alignment be developed to incorporate comments from the Levee District. The initial man-hour estimate in the scope of services was budgeted for the development of two alignments based on pre-contract meetings.

<u>Name</u>	<u>Hours</u>	<u>'06 Rate</u>	<u>Total</u>
MSH	2	\$44.11	\$88.22
TLW	16	29.31	468.96
KMW	12	15.37	184.44
JCS	4	22.99	91.96
JDS	<u>16</u>	34.05	<u>544.80</u>
	50		\$1,378.38

South Alignment - 4th Alternate Submitted April 19, 2006

After submittal of the estimated construction cost for the third alignment the BCPW requested that a fourth alignment be considered. This alignment was to match or nearly match the existing alignment to determine potential cost savings if the Contractor was allowed to close the existing bridge and road for the duration of the project.

<u>Name</u>	<u>Hours</u>	<u>'06 Rate</u>	<u>Total</u>
TLW	24	\$29.31	\$703.44
JDS	<u>16</u>	34.05	<u>544.80</u>
	40		\$1,248.24

South Alignment Extension to the Katy Trail - Submitted August 20, 2006

Boone County Public Works requested that H&C look at the added costs to extend the project east to the Katy Trail per our meeting with the Public Works Department in Columbia on July 19, 2006.

<u>Name</u>	<u>Hours</u>	<u>'06 Rate</u>	<u>Total</u>
TLW	5	\$29.31	\$146.55
ARB	1	22.10	22.10
JCS	8	22.99	183.92
JDS	8	34.05	272.40
DLA	<u>12</u>	10.00	<u>120.00</u>
	34		\$744.97



Eagle Bluffs Conservation Area Coordination and Access Road

The initial scope of services was budgeted to provide access to the Missouri Department of Conservation ground at its existing entrance to the Conservation Area. However, considerable time and effort has been spent throughout 2006 and 2007 to develop details and obtain approval from both the Missouri Department of Conservation and the U.S. Army Corps of Engineers for a new entrance to the Conservation Area and provide access to the proposed Corps berm currently under construction at Station 23+50.

	'06 & '07		
<u>Name</u>	<u>Hours</u>	<u>Rates</u>	<u>Total</u>
PNW	24	\$27.44	\$658.56
SDS	1	29.02	29.02
ARB	16	22.10	353.60
ARB	16	22.99	367.84
JCS	4	22.99	91.96
JDS	20	34.05	681.00
JDS	24	35.63	855.12
DLA	32	10.00	320.00
DLA	<u>48</u>	13.00	<u>624.00</u>
	185		\$3,981.10

Levee District - Mr. Joseph Gibbs (July and August 2006)

Time and effort for various submittals to the Levee District to obtain approval for removal and installation of CMP pipes and flap gates through the west levee. This includes providing provisions within the construction Specifications as directed by the Levee District.

In addition, there was coordination to modify the top of the west levee to provide access to it north and south of the proposed road and obtaining an agreement between the County and Levee District for placing guardrail across the levee while providing "emergency" access to the levee.

<u>Name</u>	<u>Hours</u>	<u>'06 Rate</u>	<u>Total</u>
ARB	16	22.10	353.60
JDS	32	34.05	1,089.60
DLA	<u>40</u>	10.00	<u>400.00</u>
	88		\$1,843.20

Field Entrance at Station 13+41.48

The initial scope of services was budgeted to tie into the existing entrance to the Wehmeyer property at Station 13+41.48. However, Mr. Wehmeyer requested that the field entrance be modified to accommodate the turning movements of an AASHTO WB50 semi truck. The request was noted in a letter from the BCPW dated August 18, 2006.

<u>Name</u>	<u>Hours</u>	<u>'06 Rate</u>	<u>Total</u>
SDS	1	\$27.30	\$27.30
ARB	6	22.10	132.60
JDS	2	34.05	68.10
DLA	<u>12</u>	10.00	<u>120.00</u>
	21		\$348.00

Perche Avenue (portion of Rte K being relocated east of Perche Creek)

Based upon early discussions plans were developed to abandon Perche Avenue east of Allen Street for safety and access management purposes. However, the property owners requested that the existing access be maintained and re-incorporated into the plans as noted in a letter from the BCPW dated August 18, 2006. In addition plans and details, as directed by the Public Works Department, have been revised from a gravel surface, to a 4" asphalt road to a 6" asphalt road for that portion Perche Avenue west of Allen Street.

<u>Name</u>	<u>Hours</u>	<u>'06 Rate</u>	<u>Total</u>
ARB	40	22.10	884.00
JDS	16	34.05	544.80
DLA	<u>60</u>	10.00	<u>600.00</u>
	116		\$2,028.80

Additional Labor Costs and Expenses

Salary Costs =	\$11,573
Overhead (146% per contract) =	16,897
Surveying Services (see attached) =	2,490
	<u>\$30,960</u>
Fixed Fee =	4,240
Total Additional Services =	<u>\$35,200</u>

September 27, 2007

Jerry D. Stevenson, PE
HARRINGTON & CORTELYOU, INC.
911 Main Street
Suite 1900
Kansas City, MO 64105

RE: Boone County BRO0B0101(18)
HCI 959-13
THHinc 052894

Dear Jerry:

As you and Mark Robertson have discussed by telephone we have identified a few work items that we performed on this project that were beyond the scope of our original proposal dated July 5, 2005. We appreciate the opportunity to request a revision to the scope of services to accommodate this additional work.

We have identified one specific and measurable service that we were glad to provide as requested and did not realize at the time of the request was outside of our scope. We request your consideration (and that of Boone County Public Works) to adjust the scope to include Staking for Easement and Right-of-Way. Based on our records this required 19 hours of survey crew time and 6 hours of office time beyond the other services provided. The resulting cost at our standard billing rates is \$2,739.00.

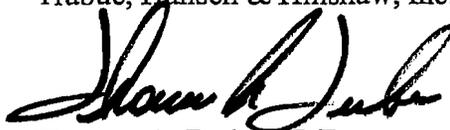
We request an adjustment in the contract price:

Survey – Original Fee (NTE)	\$9,360.00
Survey – Scope Change	<u>\$2,490.00</u>
Adjusted Contract	\$11,850.00

Construction Inspection – Original Fee (NTE)	\$16,500.00
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Thank you for your consideration.

Sincerely,
Trabue, Hansen & Hinshaw, Inc.



Thomas A. Trabue, P.E.
Principal

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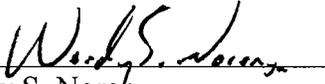
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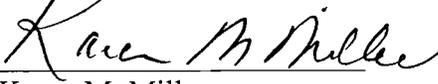
Now on this day the County Commission of the County of Boone does hereby authorize the utilization of the City of Columbia cooperative contract 96/2007 – Drug and Alcohol Testing Services with Mid-Missouri Drug Testing of Ashland, Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

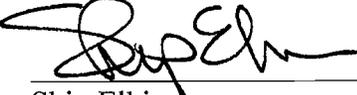
Done this 26th day of November, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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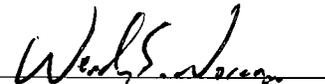
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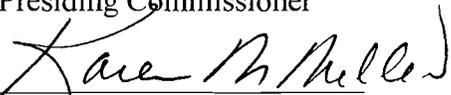
Now on this day the County Commission of the County of Boone does hereby award bid 90-15NOV07 – Cisco Equipment to Technology Group Solutions. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26th day of November, 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 CISCO EQUIPMENT

THIS AGREEMENT dated the 26th day of November 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Technology Group Solutions**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing and delivery of Cisco Equipment, bid number **90-15NOV07** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated November 5, 2007 and executed by Lenora Payne, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items identified and responded to in Section 2 of bid including the following:

Item 4.8.1. One (1) Cisco Catalyst 3750G-48TS P/N WS-C3750G-48TS-S	\$7,759.00
Item 4.8.2. One (1) Cisco Smartnet 8x5 NBD Parts Replacement only	\$926.00
Item 4.8.3. Shipping Charge	No Charge
For a total cost of	\$8,685.00

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 County.

3. **Delivery** - Contractor agrees to furnish and deliver the equipment per the bid specifications and within 2 to 3 days, as specified in the Contractor's response.

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

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

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

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

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

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

TECHNOLOGY GROUP SOLUTIONS

by *Geneva Payne*
title *President*

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

1170 / 91301 - \$8,685.00

June E. Pitchford
Signature by *cyd*

11/19/07
Date

Appropriation Account

4. Response Form

4.1. Company Name: Technology Group Solutions
 4.2. Address: 10990 Quivira Rd - Ste 150
 4.3. City/Zip: Overland Park, KS 66210
 4.4. Phone Number: 913.451.9900
 4.5. Fax Number: 913.451.9907
 4.6. E-Mail Address: KC.rump@tgs-kc.com
 4.7. Federal Tax ID: 20-3435512

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

4.8. PRICING

	<u>Price</u>
4.8.1. One (1) Cisco Catalyst 3750G-48TS P/N WS-C3750G-48TS-S	\$ <u>7759.00</u>
4.8.2. One (1) Cisco Smartnet 8x5 NBD <i>on site</i> - <u>OR</u> parts replacement - \$926.00	\$ <u>1158.00</u>
4.8.3. Shipping Charge	\$ <u>0</u>
4.8.4. GRAND TOTAL	\$ <u>8917.00</u>

4.9. Describe Warranty:
Limited lifetime warranty

4.10. Describe Any Deviations
NONE

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

4.11.1. Authorized Representative (Sign By Hand): *Lenora Payne*
Lenora Payne - President Date: 11/5/07
Print Name and Title of Authorized Representative

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

4.13. Delivery ARO: approx 2-3 days



Request For Bid (RFB)

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

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

Bid Data

Bid Number: **90-15NOV07**
Commodity Title: **Cisco Equipment**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: THURSDAY, NOVEMBER 15, 2007
Time: 10:30 AM (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

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

Bid Opening

Day / Date: THURSDAY, NOVEMBER 15, 2007
Time: 10:30 AM
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

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

1. Introduction and General Conditions of Bidding

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of the following **NEW** Cisco Equipment. Refurbished and/or used equipment shall **NOT** be accepted.
 - 2.1.1. One (1) Cisco Catalyst 3750G-48TS P/N WS-C3750G-48TS-S
 - 2.1.2. One (1) Cisco Smartnet 8x5 NBD
 - 2.1.3. Warranty: Bidders must indicate on the Response Form the warranty included on the above listed equipment.
- 2.2. **DEVIATION(S)** - It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
- 2.3. **DESIGNEE** – Boone County Information Technology, 801 E. Walnut, Room 221, Columbia, MO 65201.
 - 2.3.1. **Contact** - Heather Turner, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: hturner@boonecountymmo.org
- 2.4. **DELIVERY** – Boone County Information Technology, 801 E. Walnut, Room 221, Columbia, MO 65201.
- 2.5. **ADDITIONAL TERMS AND CONDITIONS**
 - 2.5.1. 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. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. **PRICING**

Price

4.8.1. One (1) Cisco Catalyst 3750G-48TS P/N WS-C3750G-48TS-S \$ _____

4.8.2. One (1) Cisco Smartnet 8x5 NBD \$ _____

4.8.3. Shipping Charge \$ _____

4.8.4. **GRAND TOTAL** \$ _____

4.9. **Describe Warranty:**

4.10. **Describe Any Deviations**

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

4.11.1. Authorized Representative (Sign By Hand):

_____ Date: _____
Print Name and Title of Authorized Representative

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

_____ Yes _____ No

4.13. Delivery ARO: _____



Standard Terms and Conditions

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

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

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

Boone County Purchasing
Heather Turner
Senior Buyer



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

“NO BID” RESPONSE FORM

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

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

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

Bid Number 90-15NOV07 Cisco Equipment

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 26th day of November 20 07

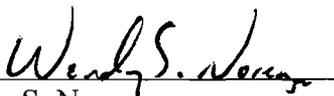
the following, among other proceedings, were had, viz:

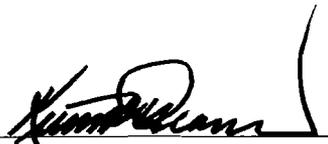
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the Alternative Sentencing offices:

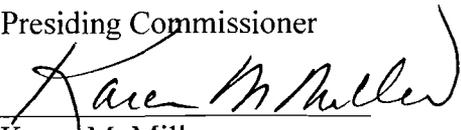
Department	Account	Department Name	Account Name	Decrease	Increase
4062	71201	607 E Ash/GLT Bldg	Construction Costs		\$145,042
4062	71211	607 E Ash/GLT Bldg	Architect/Engr Fees		\$12,660
4062	71231	607 E Ash/GLT Bldg	Owner Costs		\$17,298
			Total		\$175,000

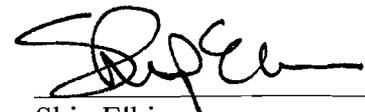
Done this 26th day of November, 2007.

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