

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 12<sup>th</sup> day of June 20 12

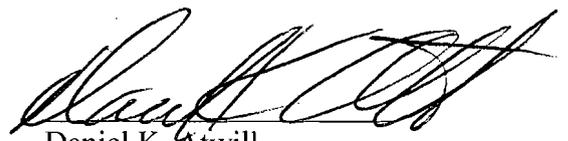
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the following Juvenile Court Diversion grants from the State of Missouri, Department of Social Services: the Intensive Intervention Model program, and the Probation Services Enhancement in the amount of \$87,433.

Done this 12<sup>th</sup> day of June, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkm  
District II Commissioner

**THIRTEENTH JUDICIAL CIRCUIT FAMILY COURT  
Juvenile Division**

705 East Walnut  
Columbia MO 65201

573-886-4200 Telephone  
573-886-4030 Fax



*Kathy S. Lloyd Court Administrator*

*Rick Gaines, Juvenile Officer*

*Cindy Garrett, Chief Deputy Juvenile Officer*

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**MEMORANDUM**

**TO: Dan Atwill, Presiding Commissioner  
Karen Miller, District I Commissioner  
Skip Elkin, District II Commissioner**

**FROM: Rick Gaines, Juvenile Officer**

**DATE: June 6, 2012**

**RE: Juvenile Court Diversion Contract Renewal**

Attached is information regarding the contract renewal for the following programs, which is on the Boone County Commission meeting agenda, *Tuesday, June 12, 2012, at 9:30 a.m.:*

- 1) Intensive Intervention Model Program (IIMP)
- 2) Probation Services Enhancement (PSE)

Thank you.

Attachments



**State of Missouri  
Department of Social Services  
Contract Amendment**

*Contract Description: **Juvenile Court Diversion (JCD)**  
Amendment Description: **Contract Renewal**  
Effective Date: **July 1, 2012***

Contract #: **ERS172-362**

State Vendor #: **43600055708**

Amendment # **001**

**Contractor Information:**

Contractor Name: **13<sup>th</sup> Judicial Circuit**  
Mailing Address: **705 E. Walnut Street**  
City, State Zip: **Columbia, MO 65201-4487**

The above referenced contract between **13<sup>th</sup> Judicial Circuit** and the Department of Social Services is hereby amended as follows:

1. The contract is renewed for the period July 1, 2012 through June 30, 2013 .
2. This amendment shall be effective July 1, 2012. All other terms and conditions shall remain unchanged.

~~~~~  
*In witness thereof, the parties below hereby execute this agreement.*

*Contractors signature not required*

\_\_\_\_\_  
Authorized Signature for the Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Jennifer R. Tidball*  
P

\_\_\_\_\_  
Authorized Signature for the Department of Social Services

May 22, 2012

\_\_\_\_\_  
Date

**FRINGE BENEFITS FOR GRANT FUNDED COURT EMPLOYEES**

|                                       | Total Personnel Salaries and Wages of Benefit Eligibles | Basis for Monthly Cost Estimate (decimal) | Number of Benefit Eligible Positions | Basis for Monthly Benefit (fixed \$) | Total Months of Benefit Eligibility | Total Fringe Benefit Request |
|---------------------------------------|---------------------------------------------------------|-------------------------------------------|--------------------------------------|--------------------------------------|-------------------------------------|------------------------------|
| Pension / Retirement                  | \$ 64,029.12                                            |                                           |                                      |                                      |                                     | \$ -                         |
| Social Security                       |                                                         |                                           |                                      |                                      |                                     |                              |
| OASDI                                 | \$ 64,029.12                                            | 0.062                                     |                                      |                                      |                                     | \$ 3,969.81                  |
| Medicare                              | \$ 64,029.12                                            | 0.0145                                    |                                      |                                      |                                     | \$ 928.42                    |
| Health Insurance                      |                                                         |                                           | 2                                    | 400                                  | 24                                  | \$ 9,600.00                  |
| Life Insurance                        |                                                         |                                           | 2                                    | 4                                    | 24                                  | \$ 96.00                     |
| Long Term Disability                  | \$ 64,029.12                                            | 0.0037                                    |                                      |                                      |                                     | \$ 236.91                    |
| Workers Compensation and Unemployment | \$ 64,029.12                                            | 0.0339                                    |                                      |                                      |                                     | \$ 2,170.59                  |
| Other (Please Identify)               | \$ 64,029.12                                            |                                           | 2                                    | 60                                   | 24                                  | \$ 1,440.00                  |
| <b>TOTAL Cost of Fringe Benefits</b>  |                                                         |                                           |                                      |                                      |                                     | <b>\$ 18,441.72</b>          |

TOTAL Cost of Fringe Benefits                   \$       18,441.72

Local Funds Committed for Fringe:

PERCENTAGE  
0.00%

DYS FUNDS REQUESTED:

\$       18,441.72

100.00%  
100.00%

Brief Explainaton of Other

Dental Insurance and 401 A Match



Total Number of Benefit Eligible Positions

|                       |    |                  |                                           |                      |                           |
|-----------------------|----|------------------|-------------------------------------------|----------------------|---------------------------|
| TOTAL Salary Expenses | \$ | -                | Local Funds Committed for Salaries        | <input type="text"/> | PERCENTAGE<br>#DIV/0!     |
|                       |    |                  | DYS FUNDS REQUESTED FOR SALARIES          | \$ -                 | #DIV/0!                   |
| TOTAL Wage Expenses   | \$ | 14,160.00        | Local Funds Committed for Wages           | <input type="text"/> | 0.00%                     |
|                       |    |                  | DYS FUNDS REQUESTED FOR WAGES             | \$ 14,160.00         | 100.00%                   |
| TOTAL Salary & Wages  | \$ | <u>14,160.00</u> | Total Local Funds Committed for Personnel | \$ -                 | 0.00%                     |
|                       |    |                  | TOTAL DYS PERSONNEL FUNDS REQUESTED       | \$ 14,160.00         | <u>100.00%</u><br>100.00% |



# MISSOURI DIVISION OF YOUTH SERVICES

## Project Renewal Application

Executive Summary for "Youth, Family and Community JCD Grant" Projects  
Complete Exhibits B and E Prior to Completing

- Diversion Activity (General Revenue)       Special Gang Violence Prevention (Gaming)

Type of Application:       New       Renewal (Continuation)       Revision

Judicial Circuit #: 13      Project Title: Intensive Intervention Model Program  
Address: 705 East Walnut Street  
City: Columbia      Zip: 65201      Phone: 573-886-4200

Project Coordinator: Rick Gaines      Title: Juvenile Officer  
Address: 705 East Walnut Street  
City: Columbia      Zip: 65201      Phone: 573-886-4200

Applicant Authorized Official (Judge): Honorable Leslie Schneider  
Address: Boone County Courthouse  
City: Columbia      Zip: 65201      Phone: 573-886-4050

Applicant Fiscal Officer: Kathy Lloyd, Court Administrator  
Address: Boone County Courthouse  
City: Columbia      Zip: 65201      Phone: 573-886-4060

Based on the completed planning process and stated goals and strategies, identify the primary Program Focus of this project (check all that apply):

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>School &amp; Education Support Programs</b></p> <p><input type="checkbox"/> Educational Services / Tutoring<br/> <input type="checkbox"/> Recreational / After School Programs<br/> <input type="checkbox"/> School / Court Liaison<br/> <input type="checkbox"/> Truancy Prevention<br/> <input type="checkbox"/> Day Treatment / Alternative School<br/> <input type="checkbox"/> Suspension / Expulsion Alternative<br/> <input type="checkbox"/> Job / Voc Training / Placement<br/> <input type="checkbox"/> Other</p> <p><b>Family Support / Preservation</b></p> <p><input checked="" type="checkbox"/> Family Therapy<br/> <input type="checkbox"/> Parenting Skills<br/> <input type="checkbox"/> Family Support / Preservation<br/> <input type="checkbox"/> Family Mediation<br/> <input type="checkbox"/> Other</p> <p><b>Restorative Justice</b></p> <p><input type="checkbox"/> Restitution Program<br/> <input type="checkbox"/> Victim Mediation<br/> <input type="checkbox"/> Community Service<br/> <input type="checkbox"/> Community Accountability Program<br/> <input type="checkbox"/> Other:</p> | <p><b>Counseling / Treatment Services</b></p> <p><input type="checkbox"/> Violence Prevention<br/> <input type="checkbox"/> Substance Abuse Prevention<br/> <input type="checkbox"/> Community Group Counseling<br/> <input type="checkbox"/> Sex Offender Therapy<br/> <input type="checkbox"/> Anger Management<br/> <input type="checkbox"/> Prevention Education / Treatment<br/> <input type="checkbox"/> Mental Health Services<br/> <input type="checkbox"/> Mentoring / Advocacy<br/> <input type="checkbox"/> Other</p> <p><b>Supplemental Court Services / Supervision / Gang Prevention</b></p> <p><input type="checkbox"/> Teen Court<br/> <input type="checkbox"/> Drug Court<br/> <input type="checkbox"/> Intensive Supervision / Electronic Monitoring<br/> <input type="checkbox"/> Gang Education and Prevention<br/> <input checked="" type="checkbox"/> Gang Prevention / Intervention<br/> <input type="checkbox"/> Other</p> <p><b>Alternative Residential Placement</b></p> <p><input type="checkbox"/> Alternative Residential Placement<br/> <input type="checkbox"/> Purchased Residential Care (Foster/Shelter)</p> |
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Missouri Division of Youth Services  
 Contract Renewal Information

For "Youth, Family and Community JCD Grant" Recipients

In order to assist us, please complete the following information in its entirety.

Judicial Circuit #: 13

List all the counties the project will serve:

- |                 |    |    |
|-----------------|----|----|
| 1. Boone County | 2. | 3. |
| 4.              | 5. |    |

Scope of Services: Describe the *Focus Program Area(s)* to be provided by the Circuit (from Section 3.1.1. of the current contract).

Focus Area #1: Enhance services provided to at-risk youth and families through a team approach consisting of a family therapist, program assistant, and a deputy juvenile officer. Youth in this program are linked to community resources designed to provide needs-based interventions.

Focus Area #2:

Focus Area #3:

Focus Area #4:

Focus Area #5:

Focus Area #6:

Projected number of youth to be served by project: 40

Brief description of targeted population:

The Intensive Intervention Model Program represents an enhancement of services provided to high risk youth, particularly those youth 13 to 16 years of age who most recently were participants in the Juvenile Officer's Intensive Supervision Program. Due to the increasing caseload size and differential needs of youth within this high risk population, it is believed that enhancement of the services being provided is critical in order to be successful in diverting these youth from out of home placement and to provide them skills and resources to be successful both as a youth and as an adult.

Name and position of court person media may contact for detailed information:

|                     |                                  |
|---------------------|----------------------------------|
| Name: Rick Gaines   | Title: Juvenile Officer          |
| Phone: 573-886-4200 | Fax: 573-886-4030                |
|                     | Email: rick.gaines@courts.mo.gov |

Senatorial District Number: 19  
District Senator: Kurt Schaefer

House District Number: 9, 21, 23, 24, 25  
District Representative: Paul Quinn-9; John  
Cauthorn-21; Stephen Webber-23; Chris  
Kelly-24; Mary Still-25

**Projected Number of Youth to be Served by this Project:**

Projected number of ALL participating youth served by Proposal – i.e. Pre-Referral plus Court Referral youth. 40

*Pre-Referral Youth Only*

Projected number of GENERAL POPULATION youth to receive prevention/education activity services. (Youth names likely unknown) -

*Law Violation and Status Offender Referrals Only:*

Projected number of participating COURT REFERRED youth served at level no more severe than INFORMAL SUPERVISION. 0

Projected number of participating COURT REFERRED youth served at level no more severe than FORMAL SUPERVISION. 40

Projected number of participating COURT REFERRED youth served who will require OUT OF HOME PLACEMENT OTHER THAN DYS. 2

Projected number of participating COURT REFERRED youth served for which DYS COMMITMENT is anticipated. 10

NOTE: It is understood that services are fluid, and the level of intervention may be increased. For the purposes of the above, project the HIGHEST level of intervention that will be required.

These data elements are the same as used on the Mid-Year and Annual Reports.

**Budget / Costs Summary:**

Transfer the following information from Exhibit E-7 (Budget Summary and Outline – green cells)

|             |                    |                       |                    |             |
|-------------|--------------------|-----------------------|--------------------|-------------|
| Personnel   | \$ 15,243.24       | Local Funds Committed | \$ 0               | 0%          |
| Travel      |                    |                       |                    |             |
| Equipment   |                    | DYS FUNDS REQUESTED   | <u>\$15,243.24</u> | <u>100%</u> |
| Supplies    |                    |                       |                    |             |
| Contractual |                    |                       |                    |             |
| TOTAL       | <u>\$15,243.24</u> |                       |                    |             |

**AUTHORIZED OFFICIAL'S APPROVAL**

Check box to verify this application has been reviewed and approved by the Applicant Authorized Official (Judge).



## MISSOURI DIVISION OF YOUTH SERVICES

2012 Project Renewal Application

NOTE: Questions below are the same as those included on the Monitoring Review. Thus, this form will not be required in subsequent years.

What were the most significant accomplishments and/or innovations of the circuit's Juvenile Court Diversion program during the past year?

The Intensive Intervention Model Program provided services that allowed participating youth to remain in their homes and in the community as well as be referral free to the Juvenile Office once they have completed their probation period. Services were also provided to families that allowed them to remain intact and have more positive relationships with each other. The local community became a safer place to live with more productive at-risk youth residing in it. The Juvenile Court System could see a reduction in referrals to the Juvenile Court. In 2010, Boone County Juvenile Office was able to report a 9.6 percent reduction in referrals to the Juvenile Court.

What challenges were encountered?

Challenges remain with keeping youth in the community who are considered the most high risk youth and who have extensive histories of violating the law. These youth present on-going challenges and risk to the community and require a higher level of intervention in order to monitor and to establish successful outcomes.

How did these challenges advance or hinder the achievements of the program?

With funding from the Division of Youth Services Juvenile Diversion grant, the Boone County Juvenile Office has managed to maintain the number of commitments below its goal of 40 commitments or less. However, due to serious offenses committed by youth in 2010, the Boone County Juvenile Office did have an increase in commitments from 13 in 2009 to 25 in 2010. Without funding for this project, the number of youth committed to the Division of Youth Services would be even higher and it is anticipated that the number of youth having additional referrals to the Juvenile Court would increase.

What are the goals for the JCD project for the coming year?

1) Maintain the number of juveniles committed to the Division of Youth Services from Boone County to 40 or less. 2) Family Counseling Services will be provided to 20 different youth and their families. 3) 40 youth will be served in the needs based Intensive Intervention Model Program during the grant year. 4) 28 youths who receive services during the grant year will be diverted from the Division of Youth Services.

What actions will be necessary to achieve these goals?

The Juvenile Officer will continue to review all recommendations for commitment to the Division of Youth Services and reject or accept each recommendation based on: 1) Safety to the community; 2) Services provided to the juvenile and whether or not any other services could be provided; and 3) Age of the juvenile.

All youth placed in the Intensive Intervention Model Program (IIMP) will receive intensive supervision. All youth referred to the IIMP program will be screened for the need for family therapy.

How can DYS better support the JCD programming within the circuit?

Continue to provide collaborative services and resources in which Juvenile Court youth may have access to such programs and services without being in the custody of the Division of Youth Services.

Additional Comments / Notes:

None.



|                                            |    |                  |                                           |              |                    |
|--------------------------------------------|----|------------------|-------------------------------------------|--------------|--------------------|
| Total Number of Benefit Eligible Positions |    |                  |                                           |              |                    |
| TOTAL Salary Expenses                      | \$ | -                | Local Funds Committed for Salaries        |              | PERCENTAGE #DIV/0! |
|                                            |    |                  | DYS FUNDS REQUESTED FOR SALARIES          | \$ -         | #DIV/0!            |
| TOTAL Wage Expenses                        | \$ | 14,160.00        | Local Funds Committed for Wages           |              | 0.00%              |
|                                            |    |                  | DYS FUNDS REQUESTED FOR WAGES             | \$ 14,160.00 | 100.00%            |
| TOTAL Salary & Wages                       | \$ | <u>14,160.00</u> | Total Local Funds Committed for Personnel | \$ -         | 0.00%              |
|                                            |    |                  | TOTAL DYS PERSONNEL FUNDS REQUESTED       | \$ 14,160.00 | 100.00%            |
|                                            |    |                  |                                           |              | <u>100.00%</u>     |

**FRINGE BENEFITS FOR GRANT FUNDED COURT EMPLOYEES**

|                                       | Total Personnel Salaries and Wages of Benefit Eligibles | Basis for Monthly Cost Estimate (decimal) | Number of Benefit Eligible Positions | Basis for Monthly Benefit (fixed \$) | Total Months of Benefit Eligibility | Total Fringe Benefit Request |
|---------------------------------------|---------------------------------------------------------|-------------------------------------------|--------------------------------------|--------------------------------------|-------------------------------------|------------------------------|
| Pension / Retirement                  | \$ -                                                    |                                           |                                      |                                      |                                     | \$ -                         |
| Social Security                       |                                                         |                                           |                                      |                                      |                                     |                              |
| OASDI                                 | \$ 14,160.00                                            | 0.062                                     |                                      |                                      |                                     | \$ 877.92                    |
| Medicare                              | \$ 14,160.00                                            | 0.0145                                    |                                      |                                      |                                     | \$ 205.32                    |
| Health Insurance                      |                                                         |                                           | 0                                    |                                      | 0                                   | \$ -                         |
| Life Insurance                        |                                                         |                                           | 0                                    |                                      | 0                                   | \$ -                         |
| Long Term Disability                  | \$ -                                                    |                                           |                                      |                                      |                                     | \$ -                         |
| Workers Compensation and Unemployment | \$ -                                                    |                                           |                                      |                                      |                                     | \$ -                         |
| Other (Please Identify)               | \$ -                                                    |                                           | 0                                    |                                      | 0                                   | \$ -                         |
| <b>TOTAL Cost of Fringe Benefits</b>  |                                                         |                                           |                                      |                                      |                                     | <b>\$ 1,083.24</b>           |

TOTAL Cost of Fringe Benefits                   \$           1,083.24

Local Funds Committed for Fringe:           

PERCENTAGE  
0.00%

DYS FUNDS REQUESTED:                         \$           1,083.24

100.00%  
100.00%

Brief Explainaton of Other









**YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT**

EXHIBIT E-7

BUDGET SUMMARY AND OUTLINE

Judicial Circuit #: 13

Project Title: Intensive Intervention Model Program

Contract Number: ERO

State Fiscal Year: 2012

| <b>BUDGET SUMMARY:</b>       |                     |                                  |                                |
|------------------------------|---------------------|----------------------------------|--------------------------------|
| <b>Budgeted Expenditures</b> |                     | <b>Local Funds<br/>Committed</b> | <b>DYS FUNDS<br/>REQUESTED</b> |
| Salaries                     | \$ -                | \$ -                             | \$ -                           |
| Wages                        | \$ 14,160.00        | \$ -                             | \$ 14,160.00                   |
| Fringe                       | \$ 1,083.24         | \$ -                             | \$ 1,083.24                    |
| Total Personnel              | \$ 15,243.24        | \$ -                             | \$ 15,243.24                   |
| Travel                       | \$ -                | \$ -                             | \$ -                           |
| Equipment                    | \$ -                | \$ -                             | \$ -                           |
| Supplies                     | \$ -                | \$ -                             | \$ -                           |
| Contractual                  | \$ -                | \$ -                             | \$ -                           |
| <b>TOTAL</b>                 | <b>\$ 15,243.24</b> | <b>\$ -</b>                      | <b>\$ 15,243.24</b>            |
|                              |                     | 0.00%                            | 1                              |

**BUDGET DETAIL:**

| Funding Category                | Budgeted<br>Expenditure | Local Commitment | Requested<br>Funding | Approved<br>Funding |
|---------------------------------|-------------------------|------------------|----------------------|---------------------|
| Salary Expenses                 | \$ -                    | \$ -             | \$ -                 |                     |
| Wage Expenses                   | \$ 14,160.00            | \$ -             | \$ 14,160.00         |                     |
| Fringe Benefits                 | \$ 1,083.24             | \$ -             | \$ 1,083.24          |                     |
| <b>TOTAL PERSONNEL</b>          | <b>\$ 15,243.24</b>     | <b>\$ -</b>      | <b>\$ 15,243.24</b>  | <b>\$ -</b>         |
| Professional Development        | \$ -                    |                  |                      |                     |
| Meals                           | \$ -                    |                  |                      |                     |
| Lodging                         | \$ -                    |                  |                      |                     |
| Milage                          | \$ -                    |                  |                      |                     |
| <b>TOTAL TRAVEL &amp; PD</b>    | <b>\$ -</b>             | <b>\$ -</b>      | <b>\$ -</b>          | <b>\$ -</b>         |
| <b>TOTAL EQUIP OR PROPERTY</b>  | <b>\$ -</b>             | <b>\$ -</b>      | <b>\$ -</b>          | <b>\$ -</b>         |
| <b>TOTAL SUPPLIES / OPP</b>     | <b>\$ -</b>             | <b>\$ -</b>      | <b>\$ -</b>          | <b>\$ -</b>         |
| <b>TOTAL CONTRACTUAL</b>        | <b>\$ -</b>             | <b>\$ -</b>      | <b>\$ -</b>          | <b>\$ -</b>         |
| <b>TOTAL DYS FUNDS APPROVED</b> |                         |                  |                      | <b>\$ -</b>         |



# MISSOURI DIVISION OF YOUTH SERVICES

## Project Renewal Application

Executive Summary for "Youth, Family and Community JCD Grant" Projects  
Complete Exhibits B and E Prior to Completing

Diversion Activity (General Revenue)       Special Gang Violence Prevention (Gaming)

Type of Application:       New       Renewal (Continuation)       Revision

Judicial Circuit #: 13      Project Title: Probation Services Enhancement  
Address: 705 East Walnut Street  
City: Columbia      Zip: 65201      Phone: 573-886-4200

Project Coordinator: Rick Gaines      Title: Juvenile Officer  
Address: 705 East Walnut Street  
City: Columbia      Zip: 65201      Phone: 573-886-4200

Applicant Authorized Official (Judge): Honorable Leslie Schneider  
Address: Boone County Courthouse  
City: Columbia      Zip: 65201      Phone: 573-886-4050

Applicant Fiscal Officer: Kathy Lloyd, Court Administrator  
Address: Boone County Courthouse  
City: Columbia      Zip: 65201      Phone: 573-886-4060

Based on the completed planning process and stated goals and strategies, identify the primary Program Focus of this project (check all that apply):

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>School &amp; Education Support Programs</b></p> <p><input type="checkbox"/> Educational Services / Tutoring<br/> <input type="checkbox"/> Recreational / After School Programs<br/> <input type="checkbox"/> School / Court Liaison<br/> <input type="checkbox"/> Truancy Prevention<br/> <input type="checkbox"/> Day Treatment / Alternative School<br/> <input type="checkbox"/> Suspension / Expulsion Alternative<br/> <input type="checkbox"/> Job / Voc Training / Placement<br/> <input type="checkbox"/> Other</p> <p><b>Family Support / Preservation</b></p> <p><input type="checkbox"/> Family Therapy<br/> <input type="checkbox"/> Parenting Skills<br/> <input type="checkbox"/> Family Support / Preservation<br/> <input type="checkbox"/> Family Mediation<br/> <input type="checkbox"/> Other</p> <p><b>Restorative Justice</b></p> <p><input type="checkbox"/> Restitution Program<br/> <input type="checkbox"/> Victim Mediation<br/> <input type="checkbox"/> Community Service<br/> <input type="checkbox"/> Community Accountability Program<br/> <input type="checkbox"/> Other:</p> | <p><b>Counseling / Treatment Services</b></p> <p><input type="checkbox"/> Violence Prevention<br/> <input checked="" type="checkbox"/> Substance Abuse Prevention<br/> <input type="checkbox"/> Community Group Counseling<br/> <input type="checkbox"/> Sex Offender Therapy<br/> <input type="checkbox"/> Anger Management<br/> <input type="checkbox"/> Prevention Education / Treatment<br/> <input checked="" type="checkbox"/> Mental Health Services<br/> <input type="checkbox"/> Mentoring / Advocacy<br/> <input type="checkbox"/> Other</p> <p><b>Supplemental Court Services / Supervision / Gang Prevention</b></p> <p><input type="checkbox"/> Teen Court<br/> <input type="checkbox"/> Drug Court<br/> <input type="checkbox"/> Intensive Supervision / Electronic Monitoring<br/> <input type="checkbox"/> Gang Education and Prevention<br/> <input type="checkbox"/> Gang Prevention / Intervention<br/> <input checked="" type="checkbox"/> Other Probation Services</p> <p><b>Alternative Residential Placement</b></p> <p><input type="checkbox"/> Alternative Residential Placement<br/> <input type="checkbox"/> Purchased Residential Care (Foster/Shelter)</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Missouri Division of Youth Services  
 Contract Renewal Information

For "Youth, Family and Community JCD Grant" Recipients

In order to assist us, please complete the following information in its entirety.

Judicial Circuit #: 13

List all the counties the project will serve:

- |                 |    |    |
|-----------------|----|----|
| 1. Boone County | 2. | 3. |
| 4.              | 5. |    |

Scope of Services: Describe the *Focus Program Area(s)* to be provided by the Circuit (from Section 3.1.1. of the current contract).

Focus Area #1: Deputy juvenile officers are assigned specialized caseloads for the purpose of enhancing probation services. Specialized caseloads include young people who have been identified as presenting with mental health needs, substance abuse issues, and in need of intensive probationary services.

Focus Area #2:

Focus Area #3:

Focus Area #4:

Focus Area #5:

Focus Area #6:

Projected number of youth to be served by project: 100

Brief description of targeted population:

The targeted population to be served under this grant are high risk offenders as well as moderate risk offenders with noted need areas in mental health treatment and substance abuse issues. Based on the DYS fiscal year 2009 data, 63.6 percent of youth had a history of prior mental health services and 68.2 percent had a history of prior substance abuse involvement. Another factor is the number of commitments to DYS for serious offenses which constitute A and B felonies. In 2009, 9.1 percent of the commitments were for these types of felonies. Other commitment data showed that in fiscal year 2009, 36.4 percent of commitments were for less serious felonies.

Name and position of court person media may contact for detailed information:

|                     |                                  |
|---------------------|----------------------------------|
| Name: Rick Gaines   | Title: Juvenile Officer          |
| Phone: 573-886-4200 | Fax: 573-886-4030                |
|                     | Email: rick.gaines@courts.mo.gov |

Senatorial District Number: 19  
District Senator: Kurt Schaefer

House District Number: 9, 21, 23, 24, 25  
District Representative: Paul Quinn-9; John  
Cauthorn-21; Stephen Webber-23; Chris  
Kelly-24; Mary Still-25

**Projected Number of Youth to be Served by this Project:**

Projected number of ALL participating youth served by Proposal – i.e. Pre-Referral plus Court Referral youth. 100

*Pre-Referral Youth Only*

Projected number of GENERAL POPULATION youth to receive prevention/education activity services. (Youth names likely unknown) -

*Law Violation and Status Offender Referrals Only:*

Projected number of participating COURT REFERRED youth served at level no more severe than INFORMAL SUPERVISION. 30

Projected number of participating COURT REFERRED youth served at level no more severe than FORMAL SUPERVISION. 70

Projected number of participating COURT REFERRED youth served who will require OUT OF HOME PLACEMENT OTHER THAN DYS. 5

Projected number of participating COURT REFERRED youth served for which DYS COMMITMENT is anticipated. 20

NOTE: It is understood that services are fluid, and the level of intervention may be increased. For the purposes of the above, project the HIGHEST level of intervention that will be required.

These data elements are the same as used on the Mid-Year and Annual Reports.

**Budget / Costs Summary:**

Transfer the following information from Exhibit E-7 (Budget Summary and Outline – green cells)

|             |                    |                       |                    |             |
|-------------|--------------------|-----------------------|--------------------|-------------|
| Personnel   | \$ 82,618.68       | Local Funds Committed | \$ 0               | 0%          |
| Travel      |                    |                       |                    |             |
| Equipment   |                    | DYS FUNDS REQUESTED   | <u>\$82,618.68</u> | <u>100%</u> |
| Supplies    |                    |                       |                    |             |
| Contractual |                    |                       |                    |             |
| TOTAL       | <u>\$82,618.68</u> |                       |                    |             |

**AUTHORIZED OFFICIAL’S APPROVAL**

Check box to verify this application has been reviewed and approved by the Applicant Authorized Official (Judge).



## MISSOURI DIVISION OF YOUTH SERVICES

### 2012 Project Renewal Application

NOTE: Questions below are the same as those included on the Monitoring Review. Thus, this form will not be required in subsequent years.

What were the most significant accomplishments and/or innovations of the circuit's Juvenile Court Diversion program during the past year?

The Probation Services Enhancement Program provided services that allowed participating youth to remain in their homes and in the community as well as be referral free to the Juvenile Office once they have completed their probation period. Services were also provided to families that allowed them to remain intact and have more positive relationships with each other. The local community became a safer place to live with more productive at-risk youth residing in it. The Juvenile Court System could see a reduction in referrals to the Juvenile Court. In 2010, Boone County Juvenile Office was able to report a 9.6 percent reduction in referrals to the Juvenile Court.

What challenges were encountered?

Challenges remain with keeping manageable caseloads. This is due largely in part by not being able to predict the number of referrals received that will require some level of formal or informal probation. Further, seriousness of offenses are also difficult to predict and these are generally ones that will cause a commitment to Division of Youth Services without much prior involvement with the Court.

How did these challenges advance or hinder the achievements of the program?

Due to funding from the Division of Youth Services Juvenile Diversion grant, the Boone County Juvenile Office has been able to fund two deputy juvenile officers who provide supervision services to youth and their families that otherwise might be committed to the Division of Youth Services. By funding these two deputy juvenile officers, the Boone County Juvenile Office has been able to keep the average caseload size to fewer than 40. Prior to grant funds having been received the average caseload size was 51.

Also with funding from the Division of Youth Services Juvenile Diversion grant, the Boone County Juvenile Office has managed to maintain the number of commitments below its goal of 40 commitments or less. However, due to serious offenses committed by youth in 2010, the Boone County Juvenile Office did have an increase in commitments from 13 in 2009 to 25 in 2010.

What are the goals for the JCD project for the coming year?

1) Maintain the number of juveniles committed to the Division of Youth Services from Boone County to 40 or less. 2) Provide intensive supervision services to at least 40 youth. 3) At least 80% of high risk participants will receive mental health and/or substance abuse assessment/treatment services. 4) Keep the average deputy juvenile officer caseload size to under 45.

What actions will be necessary to achieve these goals?

The Juvenile Officer will continue to review all recommendations for commitment to the Division of Youth Services and reject or accept each recommendation based on: 1) Safety to the community; 2) Services provided to the juvenile and whether or not any other services could be provided; and 3) Age of the juvenile.

Referrals will be made for mental health and substance abuse treatment. Additional referrals to the Juvenile Court, while on probation, will hopefully be diverted by providing intensive supervision to high risk and moderate risk offenders. The caseload for each deputy juvenile officer will be kept to a manageable level of 45 or less.

How can DYS better support the JCD programming within the circuit?

Continue to provide collaborative services and resources in which Juvenile Court youth may have access to such programs and services without being in the custody of the Division of Youth Services.

Additional Comments / Notes:

None.



Total Number of Benefit Eligible Positions 2

|                       |                     |                                           |                                                                    | PERCENTAGE     |
|-----------------------|---------------------|-------------------------------------------|--------------------------------------------------------------------|----------------|
| TOTAL Salary Expenses | \$ 64,029.12        | Local Funds Committed for Salaries        | <span style="border: 1px solid black; padding: 2px 10px;"> </span> | 0.00%          |
|                       |                     | DYS FUNDS REQUESTED FOR SALARIES          | \$ 64,029.12                                                       | 100.00%        |
| TOTAL Wage Expenses   | \$ -                | Local Funds Committed for Wages           | <span style="border: 1px solid black; padding: 2px 10px;"> </span> | #DIV/0!        |
|                       |                     | DYS FUNDS REQUESTED FOR WAGES             | \$ -                                                               | #DIV/0!        |
| TOTAL Salary & Wages  | <u>\$ 64,029.12</u> | Total Local Funds Committed for Personnel | \$ -                                                               | 0.00%          |
|                       |                     | TOTAL DYS PERSONNEL FUNDS REQUESTED       | \$ 64,029.12                                                       | <u>100.00%</u> |
|                       |                     |                                           |                                                                    | 100.00%        |

### FRINGE BENEFITS FOR GRANT FUNDED COURT EMPLOYEES

|                                       | Total Personnel Salaries and Wages of Benefit Eligibles | Basis for Monthly Cost Estimate (decimal) | Number of Benefit Eligible Positions | Basis for Monthly Benefit (fixed \$) | Total Months of Benefit Eligibility | Total Fringe Benefit Request |
|---------------------------------------|---------------------------------------------------------|-------------------------------------------|--------------------------------------|--------------------------------------|-------------------------------------|------------------------------|
| Pension / Retirement                  | \$ 64,029.12                                            |                                           |                                      |                                      |                                     | \$ -                         |
| Social Security                       |                                                         |                                           |                                      |                                      |                                     |                              |
| OASDI                                 | \$ 64,029.12                                            | 0.062                                     |                                      |                                      |                                     | \$ 3,969.81                  |
| Medicare                              | \$ 64,029.12                                            | 0.0145                                    |                                      |                                      |                                     | \$ 928.42                    |
| Health Insurance                      |                                                         |                                           | 2                                    | 406                                  | 24                                  | \$ 9,744.00                  |
| Life Insurance                        |                                                         |                                           | 2                                    | 4.5                                  | 24                                  | \$ 108.00                    |
| Long Term Disability                  | \$ 64,029.12                                            | 0.0037                                    |                                      |                                      |                                     | \$ 236.91                    |
| Workers Compensation and Unemployment | \$ 64,029.12                                            | 0.0339                                    |                                      |                                      |                                     | \$ 2,170.59                  |
| Other (Please Identify)               | \$ 64,029.12                                            |                                           | 2                                    | 59.66                                | 24                                  | \$ 1,431.84                  |
| TOTAL Cost of Fringe Benefits         |                                                         |                                           |                                      |                                      |                                     | \$ 18,589.56                 |

TOTAL Cost of Fringe Benefits                    \$        18,589.56

Local Funds Committed for Fringe:           

PERCENTAGE  
0.00%

DYS FUNDS REQUESTED:                         \$        18,589.56

100.00%  
100.00%

Brief Explainaton of Other

Dental Insurance and 401 A Match

1  
64000  
19000  
-----  
83000









# YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

EXHIBIT E-7

## BUDGET SUMMARY AND OUTLINE

Judicial Circuit #: 13

Project Title: Probation Services Enhancement

Contract Number: ERO

State Fiscal Year: 2012

**BUDGET SUMMARY:**

| Budgeted Expenditures | Local Funds<br>Committed | DYS FUNDS<br>REQUESTED |
|-----------------------|--------------------------|------------------------|
| Salaries              | \$ -                     | \$ 64,029.12           |
| Wages                 | \$ -                     | \$ -                   |
| Fringe                | \$ -                     | \$ 18,589.56           |
| Total Personnel       | \$ -                     | \$ 82,618.68           |
| Travel                | \$ -                     | \$ -                   |
| Equipment             | \$ -                     | \$ -                   |
| Supplies              | \$ -                     | \$ -                   |
| Contractual           | \$ -                     | \$ -                   |
| <b>TOTAL</b>          | <b>\$ -</b>              | <b>\$ 82,618.68</b>    |
|                       | 0.00%                    | 1                      |

**BUDGET DETAIL:**

| Funding Category                | Budgeted<br>Expenditure | Local Commitment | Requested<br>Funding | Approved<br>Funding |
|---------------------------------|-------------------------|------------------|----------------------|---------------------|
| Salary Expenses                 | \$ 64,029.12            | \$ -             | \$ 64,029.12         |                     |
| Wage Expenses                   | \$ -                    | \$ -             | \$ -                 |                     |
| Fringe Benefits                 | \$ 18,589.56            | \$ -             | \$ 18,589.56         |                     |
| <b>TOTAL PERSONNEL</b>          | <b>\$ 82,618.68</b>     | <b>\$ -</b>      | <b>\$ 82,618.68</b>  | <b>\$ -</b>         |
| Professional Development        | \$ -                    |                  |                      |                     |
| Meals                           | \$ -                    |                  |                      |                     |
| Lodging                         | \$ -                    |                  |                      |                     |
| Milage                          | \$ -                    |                  |                      |                     |
| <b>TOTAL TRAVEL &amp; PD</b>    | <b>\$ -</b>             | <b>\$ -</b>      | <b>\$ -</b>          | <b>\$ -</b>         |
| <b>TOTAL EQUIP OR PROPERTY</b>  | <b>\$ -</b>             | <b>\$ -</b>      | <b>\$ -</b>          | <b>\$ -</b>         |
| <b>TOTAL SUPPLIES / OPP</b>     | <b>\$ -</b>             | <b>\$ -</b>      | <b>\$ -</b>          | <b>\$ -</b>         |
| <b>TOTAL CONTRACTUAL</b>        | <b>\$ -</b>             | <b>\$ -</b>      | <b>\$ -</b>          | <b>\$ -</b>         |
| <b>TOTAL DYS FUNDS APPROVED</b> |                         |                  |                      | <b>\$ -</b>         |

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 12<sup>th</sup> day of June 20 12

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 to establish a budget for the Community Garden Coalition grant to purchase fencing and miscellaneous supplies for the Juvenile Justice Center:

| Department | Account | Department Name         | Account Name   | Decrease \$ | Increase \$ |
|------------|---------|-------------------------|----------------|-------------|-------------|
| 1242       | 03880   | Juvenile Justice Center | Contributions  |             | 685.00      |
| 1242       | 23050   | Juvenile Justice Center | Other Supplies |             | 685.00      |

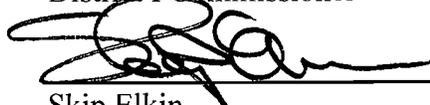
Done this 12<sup>th</sup> day of June, 2012.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET AMENDMENT BOONE COUNTY, MISSOURI

5/23/12

EFFECTIVE DATE

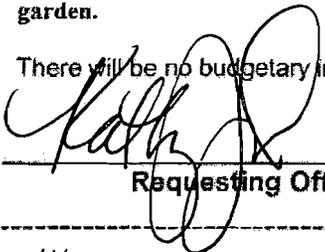
FOR AUDITORS USE

| Department |   |   |   | Account |   |   |   |   | Department Name         | Account Name   | (Use whole \$ amounts) |          |
|------------|---|---|---|---------|---|---|---|---|-------------------------|----------------|------------------------|----------|
|            |   |   |   |         |   |   |   |   |                         |                | Decrease               | Increase |
| 1          | 2 | 4 | 2 | 0       | 3 | 8 | 8 | 0 | Juvenile Justice Center | Contributions  |                        | 685.00   |
| 1          | 2 | 4 | 2 | 2       | 3 | 0 | 5 | 0 | Juvenile Justice Center | Other Supplies |                        | 685.00   |
|            |   |   |   |         |   |   |   |   |                         |                |                        |          |
|            |   |   |   |         |   |   |   |   |                         |                |                        |          |
|            |   |   |   |         |   |   |   |   |                         |                |                        |          |
|            |   |   |   |         |   |   |   |   |                         |                |                        |          |
|            |   |   |   |         |   |   |   |   |                         |                |                        |          |
|            |   |   |   |         |   |   |   |   |                         |                |                        |          |
|            |   |   |   |         |   |   |   |   |                         |                |                        |          |
|            |   |   |   |         |   |   |   |   |                         |                |                        |          |
|            |   |   |   |         |   |   |   |   |                         |                |                        |          |
|            |   |   |   |         |   |   |   |   |                         |                |                        |          |

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): Establish a budget for Community Garden Coalition Grant that was award May, 2012 to purchase fencing and miscellaneous supplies for the Juvenile Justice Center garden.

There will be no budgetary impact on the remainder of neither this year's budget ne

To: County Clerk's Office  
Comm Order # 279-2012

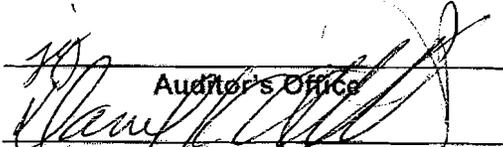
  
Requesting Official

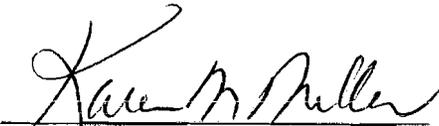
Return to Auditor's Office  
Please do not remove staple.

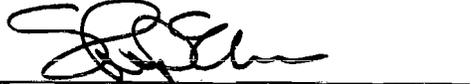
**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

*agenda*

  
Auditor's Office  
PRESIDING COMMISSIONER

  
DISTRICT I COMMISSIONER

  
DISTRICT COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.



**Budget Amendment**  
Ann Schnell to: Diana Vaughan

05/24/2012 03:23 PM

---

Diana,

Attached is a budget amendment that I need Kathy to sign and then send to Jason in the Auditor's Office for commission meeting on Thursday 5/31/12.

Please let Kathy know that I spoke with June yesterday about this and she wants to run this budget amendment out of our budget since it does not involve personnel.

I will not be in tomorrow, so if you could look at it and see if I have forgotten something.

Thanks



budget amendment garden.PDF

---

Ann Schnell  
13th Circuit Court  
Robert L. Perry Juvenile Justice Center  
Phone 573-886-4450  
Fax 573-886-4461



**COMMUNITY GARDEN COALITION**

Post Office Box 7051  
Columbia, MO 65205-7051

Telephone: 573-875-5995  
Email: [info@comogardens.org](mailto:info@comogardens.org)  
Website: <http://comogardens.org>

May 24, 2012

Kirsten Lange, Evaluator  
Robert L. Perry Juvenile Justice Center  
[kirsten.lange@courts.mo.gov](mailto:kirsten.lange@courts.mo.gov)

Dear Kirsten:

As we discussed, the Juvenile Justice Center is entitled to \$100 at the beginning of each gardening season to fund the cost of gardening supplies and equipment. To date, JJC has used \$16 of this \$100 on tomato and pepper transplants (purchased directly by the Community Garden Coalition on behalf of JJC). In sum, JJC is still entitled to \$84 to spend in 2012.

This funding is in addition to the \$600 granted to JJC for the purchase of fencing materials, soaker hoses, clogs, gloves, manure, and soil, as outlined in the May 15, 2012 letter.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Bill McKelvey".

President  
Community Garden Coalition  
[wm.mckelvey@gmail.com](mailto:wm.mckelvey@gmail.com)  
573.746.0770



**COMMUNITY GARDEN COALITION**

Post Office Box 7051  
Columbia, MO 65205-7051

Telephone: 573-875-5995  
Email: [info@comogardens.org](mailto:info@comogardens.org)  
Website: <http://comogardens.org>

May 15, 2012

Kirsten Lange, Evaluator  
Robert L. Perry Juvenile Justice Center  
[kirsten.lange@courts.mo.gov](mailto:kirsten.lange@courts.mo.gov)

Dear Kirsten:

The board of directors of the Community Garden Coalition is happy to approve your funding request of \$600 for the purchase of fencing materials, soaker hoses, clogs, gloves, manure, and soil, as described in the funding request form you submitted.

We will reimburse you or the Juvenile Justice Center for costs up to \$600, excluding tax, after you make the purchases and submit copies of the receipts. You are welcome to send copies to our PO Box or you may scan them and email them to me directly. Please be sure to indicate who should be reimbursed and the appropriate address to send the check.

It is a pleasure working with you. Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Bill McKelvey".

President  
Community Garden Coalition  
[wm.mckelvey@gmail.com](mailto:wm.mckelvey@gmail.com)  
573.746.0770

# Community Garden Coalition Funding Request

The Community Garden Coalition has funds to support new and existing gardens in purchasing tools and supplies. Funds are potentially available for bigger projects at the gardens, such as storage sheds, raised beds, and compost bins.

**Yearly Garden Allotment:** Leaders at each garden are "pre-approved" to spend \$100 per gardening season to purchase supplies and equipment that benefit the entire garden. Receipts are required for reimbursement.

**Prior Approval for purchases above the \$100 allotment:** Once the \$100 allotment has been spent, the CGC board requires prior approval for purchases for which the garden wishes to be reimbursed. This is to ensure that funds are used wisely and is in no way intended to serve as a barrier to needed improvements, tools, and supplies at the gardens.

**To submit a funding request for purchases above the \$100 allotment, please use the form on the back side of this sheet and mail to: CGC, PO Box 7051, Columbia 65205**

or email as an attachment to [cgardenc@yahoo.com](mailto:cgardenc@yahoo.com) with subject line GARDEN FUNDING REQUEST.

(This form can also be found on the CGC website at: <http://cgc.missouri.org>.)

The CGC Board typically meets the third Thursday of each month at the Columbia Public Library from 7-9 pm. Submitting a funding request a few days before the monthly board meeting will result in a quicker decision on your request. You are also welcome to come to a Board Meeting with your funding request; please check with a Board member to verify the date of the next meeting as this sometimes changes.

**To receive a reimbursement check for purchases:**

Receipts must be submitted to the CGC board in order to receive reimbursement. The CGC is a nonprofit and exempt from paying sales tax. We cannot reimburse you for tax paid on purchases. Our tax exempt ID is on record at the following businesses: Westlake's on Worley and Lowe's. At these and other businesses, you will need to present the CGC's tax exempt letter which is included in the Garden Leader's Packet at the beginning of the gardening season.

**Mail reimbursement requests along with receipts to: CGC, PO Box 7051, Columbia 65205.**  
Please include a note with your name, mailing address for reimbursement check, phone number, and garden name.

## Gardening Grant

| Product                 | Cost | Totals |
|-------------------------|------|--------|
| Fencing (6ftX150ft)     | 165  |        |
| Hex Netting (3ftX150ft) | 50   |        |
| Gate (chain link)       | 60   |        |
| Wood/T-Posts            | 100  |        |
| Cement                  | 25   | 400    |
| <b>Plants</b>           |      |        |
| Tomato (9)              | 45   |        |
| Red/Yellow Bell (8)     | 40   |        |
| Green Bell (6)          | 30   |        |
| Orange Bell (4)         | 20   |        |
| Hot Hybrid (2)          | 8    |        |
| Cucumbers (seeds)       | 4    |        |
| Yellow Zucchini (seeds) | 4    |        |
| Pole Beans (seeds)      | 4    |        |
| Cantaloupe (3)          | 5    |        |
| Herbs (asst)            | 30   | 190    |
| <b>MISC</b>             |      |        |
| Soaker Hoses (3)        | 60   |        |
| Clogs/Gloves (6 sets)   | 90   |        |
| Manure/Soil             | 50   | 200    |
|                         |      | 790    |

- Coalition already purchased  
out of \$100<sup>00</sup> yearly allotment

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 12<sup>th</sup> day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Cost Allocation Plan for 2011.

Done this 12<sup>th</sup> day of June, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

## CERTIFICATE OF INDIRECT COSTS

This is to certify that I have reviewed the indirect cost rate plan submitted herewith and to the best of my knowledge and belief.

(1) All costs included in this plan dated \_\_\_\_\_ to establish cost allocations or billings for the period from January 1, 2011 to December 31, 2011, are allowable in accordance with the requirements of the Federal awards(s) to which they apply and OMB Circular A-87, "Cost Principles for State and Local Governments." Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

(2) All costs included in this proposal are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Government Unit: Boone County Comm. 55107  
Signature:   
Name of Official: Daniel K. Atwell  
Title: Presiding Commissioner  
Date of Execution: 6/12/2012

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 12<sup>th</sup> day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve amendment # 001 to the contract between the State of Missouri, Department of Social Services and Boone County, Missouri, to extend the IV-D County Reimbursement agreement through December 31, 2012. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

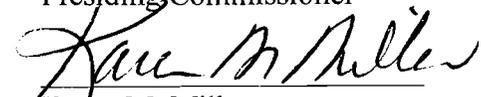
Done this 12<sup>th</sup> day of June, 2012.

ATTEST:

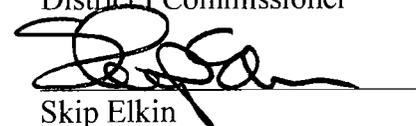
Wendy S. Noren cc  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



**State of Missouri  
Department of Social Services  
Agreement Amendment**

*Agreement Description:* **IV-D County Reimbursement**  
*Amendment Description:* **Agreement Extension**  
*Effective Date:* July 1, 2012

**Agreement #: ER102120010**

**State Vendor #: 43600034902**

**Amendment # 001**

**County Information:**

County Name: **County of Boone**  
Mailing Address: **Boone County Courthouse**  
City, State Zip: **Columbia, MO 65201**

The above referenced agreement between the **County of Boone** and the Department of Social Services is hereby amended as follows:

12. The agreement is extended through December 31, 2012.
13. The maximum funding for the agreement for the period January 1, 2012 through December 31, 2012 remains unchanged at \$408,305.00.
  - a. The maximum funding for the Prosecuting Attorney remains unchanged at \$394,672.00, and
  - b. The maximum funding for the Circuit Clerk remains unchanged at \$13,633.00.
3. This amendment shall be effective July 1, 2012. All other terms and conditions shall remain unchanged.

~~~~~

***In witness thereof, the parties below hereby execute this agreement.***

*see Attached* \_\_\_\_\_

Authorized Signature for the County

Title

Date

*see Attached* \_\_\_\_\_

Authorized Signature for the Prosecuting Attorney

Title

Date

*see Attached* \_\_\_\_\_

Authorized Signature for the Circuit Clerk

Title

Date

\_\_\_\_\_  
Authorized Signature for the Department of Social Services

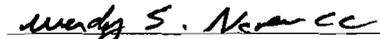
\_\_\_\_\_  
Date

**FOR THE COUNTY OF BOONE:**

  
DANIEL K. ATWILL, Presiding Commissioner

DATED: 6/12/2012

ATTEST:

  
WENDY NOREN, Clerk of the County Commission

  
DANIEL K. KNIGHT, Boone County Prosecutor

DATED: 6-3-12

  
CHRISTY BLAKEMORE, Clerk of the Circuit Court

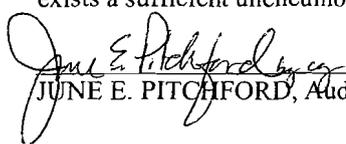
DATED: 5/24/12

**APPROVED AS TO LEGAL FORM:**

  
C.J. DYKHOUSE, County Counselor

**AUDITOR CERTIFICATION**

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and there exists a sufficient unencumbered appropriation balance. ...

  
JUNE E. PITCHFORD, Auditor

*No Encumbrance Required*  
6/6/12  
Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 12<sup>th</sup> day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 24-25APR12 – Tires – Passenger Vehicle and Patrol Tires Term and Supply to Big O Tires and Cross Midwest. It is further ordered the Presiding Commissioner is hereby authorized to sign said contracts.

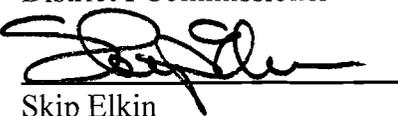
Done this 12<sup>th</sup> day of June, 2012.

ATTEST:

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

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Tyson Boldan**  
Buyer



613 E. Ash St, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Tyson Boldan  
DATE: May 9, 2012  
RE: 24-25APR12 – Tires- Passenger Vehicle and Patrol Tires Term and Supply

The Bid for Passenger Vehicle and Patrol Tires Term and Supply closed on April 25, 2012. Four bids were received. Purchasing and Public Works recommend award by low category between Big O Tires and Cross Midwest. Big O was low in categories one and three, passenger tires and pursuit tires respectively. Cross Midwest was the only bidder to bid all primary use tires in category two, light truck tires. Purchasing and Public Works also recommend an award to Big O as secondary vender for section two and Cross Midwest as secondary for sections one and three.

This is a term and supply contract and invoices will be paid from department 2040 – Public Works Maintenance Operations, account 59105 Tires. The budgeted amount for these products is \$110,000.00 for 2012. \$90,246.48 is the remaining balance at this time.

Attached is the Bid Tabulation and a memo from Public Works for your review.

ATT: Bid Tabulation

cc: Greg Edington  
Bid File

# Boone County Public Works

**Gregory P. Edington**  
Fleet Operations Manager  
Maintenance Operations Division



5551 Highway 63 South  
Columbia, Missouri 65201-9711  
(573) 449-8515 ext (226)  
FAX (573) 875-1602  
EMAIL: gregedington@boonecountymo.org

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Date: May 1, 2012  
To: Tyson Boldan  
From: Greg Edington  
Subject: 24-25APR12-Passenger Vehicle and Patrol Tires Recommendation

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The Department concurs with the Purchasing Dept. recommendation of award to Big O Tires as primary vendor and Cross Midwest as secondary vendor for Category 1 (Passenger Tires) and Category 3 (Pursuit Tires).

Category 2 (Light Truck Tires) should be awarded to Cross Midwest as the primary vendor and Big O Tires as the secondary vendor. The response that was submitted by Big O for the requested products was incomplete, therefore a comparison of pricing could not be fairly done. Furthermore, Cross Midwest was low bidder on 15 items (including items that were left off by Big O) and Big O was low bidder on 12 items. Several of the low bid items proposed by Cross Midwest are the tires that would be utilized the most by the Public Works Department and at least two other departments. Since it is simple to determine which tires are LT (light truck) and P (passenger) (the designation is stamped into every tire before the tire size) there should not be any confusion as to which vendor to visit if services or products are needed.

The cost center and account for most of the items included in the term and supply bid is 2040-59150. There is an allowance for \$110,000 in the current fiscal year budget in the above account to purchase items in this bid.

**TIRES -  
PASSENGER  
VEHICLES,  
PATROL  
BID TABULATION**

4.15 PRICING		Schilby's Tires & Wheels, Inc.		Cross Midwest		Firestone Complete Auto Care		Big O Tire		
Category 1 - Passenger Vehicle										
	Size	Price (Including all services in 2.2.2.)	Tire (Only)	Price (Including all services in 2.2.2.)	Tire (Only)	Price (Including all services in 2.2.2.)	Tire (Only)	Price (Including all services in 2.2.2.)	Tire (Only)	
1	P195/60 R15	\$72.40	\$57.40	\$76.20	\$61.70		\$52.82	\$72.09	\$59.09	
2	P195/70 R14	\$75.58	\$60.58	\$70.32	\$55.82		\$48.23	\$67.83	\$54.83	
3	P205/65 R15	\$88.48	\$73.48	\$78.96	\$64.46		\$53.58	\$74.33	\$61.33	
4	P205/70 R15	\$88.94	\$73.94	\$74.14	\$59.64		\$52.56	\$77.26	\$64.26	
5	P215/60 R16	\$97.85	\$82.85	\$91.26	\$76.76		\$64.43	\$89.19	\$76.19	
6	P215/70 R14	\$79.60	\$64.60	\$89.71	\$75.21			\$81.21	\$68.21	
7	P215/70 R15	\$76.10	\$61.10	\$77.36	\$62.86		\$55.40	\$80.04	\$67.04	
8	P225/60 R16	\$96.48	\$81.48	\$91.80	\$77.30		\$66.68	\$90.68	\$77.68	
9	P225/70 R14	\$90.35	\$75.35	\$96.89	\$81.89			\$98.57	\$85.57	
10	P225/70 R15	\$104.67	\$89.67	\$107.39	\$92.89			\$98.52	\$85.52	
11	P235/55 R17	\$135.48	\$120.48	\$109.92	\$95.48		\$113.62	\$114.50	\$101.50	
12	P235/60 R16	\$105.58	\$90.58	\$94.00	\$79.50		\$81.60	\$111.88	\$98.88	
13	P235/70 R16	\$142.40	\$127.40	\$121.16	\$106.66			\$107.68	\$94.68	
14	P235/75 R15	\$102.82	\$87.82	\$118.83	\$104.33			\$91.28	\$78.28	
15	P245/65 R17	\$135.22	\$120.22	\$120.60	\$106.10			\$125.39	\$112.39	
Category 2 - Pickup Truck /										
	Tire Size	Load	Pricing w/all	Tire	Pricing w/all	Tire	Pricing w/all	Tire	Pricing w/all	Tire
1	LT 235/70 R16	C			121.16	106.66			108.51	95.54
2	LT 235/75 R15	C	\$128.85	\$113.85	122.76	108.26			117.03	104.03
3	LT 235/75 R16	C			121.15	106.65			132.09	119
4	LT 235/75 R16	D								
5	LT 235/75 R16	E								
6	LT 235/85 R16	E	\$132.72	\$117.72	136.27	121.77			131.68	118.68
7	LT 245/65 R17	C			120.6	106.1			125.39	112.39
8	LT 245/75 R16	C			142.35	127.85			114.98	101.98
9	LT 245/75 R16	D			131.33	116.83				
10	LT 245/75 R16	E	\$131.56	\$116.56	131.33	116.83		96.55	134.58	121.58
11	LT 265/70 R17	C	\$182.09	\$154.08	157.18	142.68			135.41	122.41
12	LT 265/70 R17	D			157.18	142.68				
13	LT 265/70 R17	E			157.16	142.68			159.26	146.26
14	LT 265/75 R16	C			148.61	134.11			123.06	110.26
15	LT 265/75 R16	D			147.56	133.06				
16	LT 265/75 R16	E	\$157.42	\$142.42	147.56	133.06		106.81	141.53	123.53

AGGRESSIVE TREAD PATTERN										
17	LT 235/70 R16	C			\$130.35	\$115.85			\$108.09	\$95.09
18	LT 235/75 R15	C	\$128.39	\$113.39	\$124.21	\$109.71			\$123.11	\$110.11
19	LT 235/75 R16	C			\$119.65	\$105.15			\$118.28	\$105.28
20	LT 235/75 R16	D								
21	LT 235/75 R16	E								
22	LT 235/85 R16	E	\$174.51	\$159.51	\$141.66	\$127.16			\$134.76	\$121.76
23	LT 245/65 R17	C			\$120.60	\$106.10			\$118.84	\$105.84
24	LT 245/75 R16	C	\$139.77	\$124.77	\$142.35	\$127.85			\$121.24	\$108.24
25	LT 245/75 R16	D			\$137.61	\$123.11				
26	LT 245/75 R16	E	\$157.58	\$142.58	\$137.61	\$123.11			\$141.22	\$128.22
27	LT 265/70 R17	C	\$179.97	\$164.97	\$160.69	\$146.19			\$135.23	\$122.23
28	LT 265/70 R17	D			\$160.69	\$146.19				
29	LT 265/70 R17	E	\$191.87	\$176.87	\$160.69	\$146.19			\$159.42	\$146.42
30	LT 265/75 R16	C	\$157.71	\$142.71	\$154.43	\$139.93			\$132.92	\$119.92
31	LT 265/75 R16	D	\$189.89	\$174.89	\$154.43	\$139.93				
32	LT 265/75 R16	E	\$180.12	\$165.12	\$154.43	\$139.93			\$153.06	\$140.06
<b>Category 3 – Pursuit Tires</b>										
	Size		Price (Including all services in 2.2.2.)	Tire (Only)	Price (Including all services in 2.2.2.)	Tire (Only)	Price (Including all services in 2.2.2.)	Tire (Only)	Price (Including all services in 2.2.2.)	Tire (Only)
1	P225/60 R16		\$104.50	\$89.50	\$108.71	\$94.21		\$79.30	\$102.50	\$89.50
2	P235/55 R17		\$121.92	\$106.92	\$122.03	\$107.53		\$91.00	\$119.92	\$106.92
3	P235/55 R17		\$132.70	\$117.70	\$123.59	\$109.09		\$107.12	\$130.70	\$117.70
	Snow Tire									
4	P225/60 R18		\$135.96	\$120.96	\$123.59	\$109.09		\$105.00	\$136.66	\$123.66
5	P265/60 R17		\$130.56	\$115.56	\$129.56	\$115.06		\$110.00	\$159.93	\$146.93
<b>Category 4 – Tire Related Services</b>										
1	Tire Repair – In Shop		\$15.00		\$12.00		\$19.99		\$15.00	
2	Tire Rotation		\$16.00		\$4.00		\$19.99		\$16.00	
3	Alignment – Front		\$39.95		\$49.95		\$55.00		\$59.95	
	Alignment - Front and		\$59.95		\$59.95		\$55.00		\$96.95	
5	Computer Balancing		\$10.00		\$12.00		\$11.99		\$9.00	
6	Mount Tires		\$5.00		No Cost		No Cost		\$5.00	
7	Service Call in		\$40.00		\$75.00		NA		\$25.00	
8	Service Call in		\$1.50		NA		NA		\$1.25	
9	Flat Shop Rate per		\$72.00		\$40.00		\$70.00		\$70.00	
10	Road Hazard		\$10.00		No Cost		NA		See Bid	
	Mounting and		\$5.00		\$8.00		NA		NA	
12	Tire Disposal Fee per		\$2.00		\$2.00		\$2.50		No Cost	
13	Tire Fee per Senate		\$0.50		\$0.50		\$0.50		\$0.50	
14	Valve Stem		No Cost		No Cost		\$1.00		No Cost	
15	TPMS Sensor		20% \$10		10% \$5		25% \$15		\$70	
16	List any other Fees or Charges not covered by aforementioned services in Category 4									
<b>COOP? (Yes or No)</b>			Yes		Yes		Yes		Yes	
<b>Maximum % Increase for 1st</b>			NA		15%		10%		5%	
<b>Maximum % Increase for 1st</b>			NA		15%		10%		5%	
<b>Maximum % Increase for 1st</b>			NA		15%		10%		5%	
<b>Minimum % discount off retail for all product lines introduced after inception of the</b>			48%		See Bid		5%		NA	

# Boone County Purchasing

Tyson Boldan,  
Buyer



613 E. Ash St. Rm. 109  
Columbia, MO 65201  
(573) 886-4392  
(573) 886-4390

---

TO: Greg Edington  
Public Works – Fleet Op Superintendent

FROM: Tyson Boldan,  
Buyer

DATE: May 1, 2012

RE: Bid Award Recommendation – Tires – Passenger Vehicles, Patrol Vehicles, and  
Light Duty Trucks Term and Supply

Attached is the bid tabulation for the four bid responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

**DEPARTMENT REPLY:**

Please complete the following:

Department Number: 2040

Account Number: 59105

Budgeted: \$ 110,000

Dual award to low bidders Big O as primary and Cross Midwest as secondary.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: \_\_\_\_\_

Date: 05-01-12

**PURCHASE AGREEMENT  
FOR  
TIRES- PASSENGER VEHICLE AND PATROL TIRES TERM AND SUPPLY**

**THIS AGREEMENT** dated the 12 day of June 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **BORE/MPC LLC dba Big O Tires - Missouri**, 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, the County of Boone Request for Bid for **Tires – Passenger Vehicle and Patrol Tires Term and Supply**, bid number **24-25APR12**, any applicable addenda, and the Contractor's bid response dated April **24, 2012** and executed by **Russell Coats** 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, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall be beginning on July 01, 2012 and continuing through **June 30, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County 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.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. **Big O Tires – Missouri** is awarded as follows:

Primary Vendor for bid Category 1 – Passenger Vehicle Tires

Primary Vendor for bid Category 3 – Pursuit Tires

Secondary Vendor for bid Category 2 – Pickup Truck Tires

**4. Delivery** - Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the **Boone County Public Works 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 monthly statements 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.

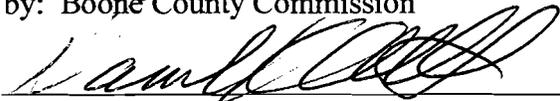
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**BIG O TIRE – MISSOURI**

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

by Russell L. Coats

  
Daniel K. Atwill, Presiding Commissioner

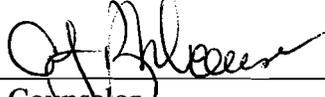
title Director of Operations

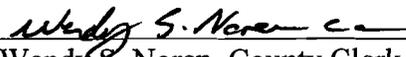
address 2304 Business Loop 70 E.

Columbia MO 65201

APPROVED AS TO FORM:

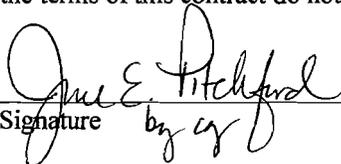
ATTEST:

  
County Counselor

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

  
Signature by JP

6/6/12  
Date

2040/59105 Term/Supply  
No Encumbrance Required  
Appropriation Account

4. Response Form

4.1. Company Name: BORE/mPC LLC dba Big O Tires - Missouri  
 4.2. Address: 2304 Business Loop 70 East (Home Office)  
 4.3. City/Zip: Columbia MO 65201  
 4.4. Phone Number: (573) 442-7271  
 4.5. Fax Number: (573) 442-7273  
 4.6. Federal Tax ID: 43-1818540

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

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

4.7.1 Authorized Representative (Sign By Hand):

Russell L. Coats Director of Operations Date: 4/24/2012  
 Print Name and Title of Authorized Representative

4.8 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

4.9. The Response Form includes an opportunity to bid a total price per tire to completely purchase and install or price the tire separate from services. Bidders are encouraged to respond to both but are not required.

4.10. Maximum Percentage Increase for Renewal Periods 5 % 1<sup>st</sup> Renewal Year  
5 % 2<sup>nd</sup> Renewal Year  
5 % 3<sup>rd</sup> Renewal Year

4.11. Minimum discount off retail for all product lines introduced after inception of the contract, and all existing lines not specified herein: N/A %

4.12. Please list below or attach information on any additional services and warranties offered by your company. complete automotive service including brakes, shock/struts, fluid exchange, transmission & engine replacement

4.13. Will Bidder accept current tires for warranty work (i.e. Patching and replacement, etc) that is standard with warranty with new tires? If so, please attach policy and pricing.

4.14. Please list below or attach additional information regarding what is included in Road Hazard Coverage:

We appreciate the opportunity to bid on the passenger and light truck needs of Boone County. If selected as the tire provider, we will do our very best to provide Boone County with the appropriate product in a timely manner.

#### Clarifications

- We have not sent another copy of the Certificate of Insurance naming the county as an additional insured. This document was sent with the bid for the serving of the Boone County Sheriff's department vehicles, and should already be on file with the County. *If you need an additional copy of the Certificate of Insurance, we will be happy to obtain one from our insurance provider.*
- At least 50% of the tires listed on our bid response are American-made. (Cooper, Big O, Goodyear, and Yokohama)
- In Category 2, many of the tires listed are not manufactured in the Load Range you have requested. (Example: LT235/70R16. This is only available in a 235/70R16 Standard Load tire.)
- Several of the requested tires in Category 1 and Category 2 are becoming less popular with each passing year. I would be surprised if the County has vehicles that would take some of these fitments.

Before the next bid process, we would be happy to review the County fleet, and help create a bid request that would reflect the County's needs.

## Section 4.14

### Road Hazard Warranty

**Cost / \$9.95 per tire or 14% of bid price – whichever is greater.**

**Inclusions:**

- **3-year *free* replacement if the tire becomes unserviceable due to a road hazard condition**
- **Pro-rated on tread depth after three years from purchase**
- **Free Rotate and *Balance* upon request**

Revised Response Form

4.15 PRICING

Category 1 - Passenger Vehicle Tires					
	Size	Type & Brand	Stock No	Price (Including all services in 2.2.2.)	Tire (Only)
1	P195/60 R15	Doral SDL	5713028	\$ 72 <sup>09</sup>	\$ 59 <sup>09</sup>
2	P195/70 R14	DORAL SDL	5713004	\$ 67 <sup>83</sup>	\$ 54 <sup>83</sup>
3	P205/65 R15	DORAL SDL	DRL44	\$ 74 <sup>33</sup>	\$ 61 <sup>33</sup>
4	P205/70 R15	DORAL SDL	5713008	\$ 77 <sup>26</sup>	\$ 64 <sup>26</sup>
5	P215/60 R16	DORAL SDL	5713036	\$ 89 <sup>19</sup>	\$ 76 <sup>19</sup>
6	P215/70 R14	Epic TOUR	EPT47	\$ 81 <sup>21</sup>	\$ 68 <sup>21</sup>
7	P215/70 R15	DORAL SDL	5713010	\$ 80 <sup>04</sup>	\$ 67 <sup>04</sup>
8	P225/60 R16	DORAL SDL	5713038	\$ 90 <sup>68</sup>	\$ 77 <sup>68</sup>
9	P225/70 R14	Big O SXP G/T	122-34	\$ 98 <sup>57</sup>	\$ 85 <sup>57</sup>
10	P225/70 R15	Big O SXP G/T	122-36	\$ 98 <sup>52</sup>	\$ 85 <sup>52</sup>
11	P235/55 R17	Sumitomo HTR A/S P01	SS17045	\$ 114 <sup>50</sup>	\$ 101 <sup>50</sup>
12	P235/60 R16	Big O Euro Tour	057-14	\$ 111 <sup>88</sup>	\$ 98 <sup>88</sup>
13	P235/70 R16	Cooper MESA A/P 2	MSA53	\$ 107 <sup>68</sup>	\$ 94 <sup>68</sup>
14	P235/75 R15	Cooper Trendsetter SE	WKL-013-W954	\$ 91 <sup>28</sup>	\$ 78 <sup>28</sup>
15	P245/65 R17	Cooper MESA A/P 2	MSA67	\$ 125 <sup>39</sup>	\$ 112 <sup>39</sup>

As stipulated in 2.2.2, a \$13<sup>00</sup> per tire charge was added to the "Tire Only" price to cover

- mounting
- balancing
- flat repairs
- rotation
- tire transfer
- disposal of old tires

Revised Response Form, continued

4.15 PRICING

Category 2 - Pickup Truck / SUV / Van Tires

	Tire Size	Load Rating	Type/Brand	Stock Number	Pricing w/all Services in 2.2.2.	Tire (Only)
					\$	\$
1.	<del>X</del> 235/70 R16	<del>X</del> SL	Cooper Mesa AP	MSA53	\$ 108 <sup>51</sup>	\$ 95 <sup>51</sup>
2.	LT 235/75 R15	C	Cooper Mesa AP	MSA12	\$ 117 <sup>03</sup>	\$ 104 <sup>03</sup>
3.	<del>X</del> 235/75 R16	<del>X</del> SL	Cooper LSX	443-06	\$ 132 <sup>08</sup>	\$ 119 <sup>08</sup>
4.	<del>LT 235/75 R16</del>	<del>D</del>	<del>N/A</del>		\$	\$
5.	<del>LT 235/75 R16</del>	<del>E</del>	<del>N/A</del>		\$	\$
6.	LT 235/85 R16	E	Cooper Mesa AP	MSA17	\$ 131 <sup>68</sup>	\$ 118 <sup>68</sup>
7.	<del>X</del> 245/65 R17	<del>X</del>	Cooper Mesa AP	MSA67	\$ 125 <sup>39</sup>	\$ 112 <sup>39</sup>
8.	<del>X</del> 245/75 R16	<del>X</del> SL	Cooper Mesa AP	MSA79	\$ 114 <sup>98</sup>	\$ 101 <sup>98</sup>
9.	<del>LT 245/75 R16</del>	<del>D</del>	<del>N/A</del>		\$	\$
10.	LT 245/75 R16	E	Cooper Mesa AP	MSA38	\$ 134 <sup>38</sup>	\$ 121 <sup>38</sup>
11.	<del>X</del> 265/70 R17	<del>X</del> SL	Cooper Mesa AP	MSA87	\$ 135 <sup>41</sup>	\$ 122 <sup>41</sup>
12.	<del>LT 265/70 R17</del>	<del>D</del>	<del>N/A</del>		\$	\$
13.	LT 265/70 R17	E	Cooper Mesa AP	MSA92	\$ 159 <sup>25</sup>	\$ 146 <sup>25</sup>
14.	<del>X</del> 265/75 R16	<del>X</del> SL	Cooper Mesa AP	MSA81	\$ 123 <sup>06</sup>	\$ 110 <sup>06</sup>
15.	<del>LT 265/75 R16</del>	<del>D</del>	<del>N/A</del>		\$	\$
16.	LT 265/75 R16	E	Cooper Mesa AP	MSA39	\$ 141 <sup>53</sup>	\$ 128 <sup>53</sup>
					\$	\$

AGGRESSIVE TREAD PATTERN

					\$	\$
17.	<del>X</del> 235/70 R16	<del>X</del> SL	Terramax	2000048	\$ 108 <sup>09</sup>	\$ 95 <sup>09</sup>
18.	LT 235/75 R15	C	Yokohama ATS	01230	\$ 123 <sup>11</sup>	\$ 110 <sup>11</sup>
19.	<del>X</del> 235/75 R16	<del>X</del> SL	Cooper Disc MS	W11-3CT-V964	\$ 118 <sup>28</sup>	\$ 105 <sup>28</sup>
20.	<del>LT 235/75 R16</del>	<del>D</del>	<del>N/A</del>		\$	\$
21.	<del>LT 235/75 R16</del>	<del>E</del>	<del>N/A</del>		\$	\$
22.	LT 235/85 R16	E	Terramax	2000055	\$ 134 <sup>76</sup>	\$ 121 <sup>76</sup>
23.	<del>X</del> 245/65 R17	<del>X</del> SL	Terramax	2000063	\$ 118 <sup>84</sup>	\$ 105 <sup>84</sup>
24.	<del>X</del> 245/75 R16	<del>X</del> SL	Terramax	2001014	\$ 121 <sup>24</sup>	\$ 108 <sup>24</sup>
25.	<del>LT 245/75 R16</del>	<del>D</del>	<del>N/A</del>		\$	\$
26.	LT 245/75 R16	E	Terramax	2000052	\$ 141 <sup>22</sup>	\$ 128 <sup>22</sup>
27.	<del>X</del> 265/70 R17	<del>X</del> SL	Terramax	2000059	\$ 135 <sup>23</sup>	\$ 122 <sup>23</sup>
28.	<del>LT 265/70 R17</del>	<del>D</del>	<del>N/A</del>		\$	\$
29.	LT 265/70 R17	E	Terramax	2000064	\$ 159 <sup>42</sup>	\$ 146 <sup>42</sup>
30.	<del>X</del> 265/75 R16	<del>X</del> SL	Terramax	2000058	\$ 132 <sup>92</sup>	\$ 119 <sup>92</sup>
31.	<del>LT 265/75 R16</del>	<del>D</del>	<del>N/A</del>		\$	\$
32.	LT 265/75 R16	E	Terramax	2000053	\$ 153 <sup>06</sup>	\$ 140 <sup>06</sup>
33.	<del>LT 235/70 R16</del>	<del>C</del>			\$	\$

Repeat of line #17

As stipulated in Section 2.2.2, a \$ 13<sup>00</sup> per tire charge was added to the "Tire Only" price to cover:

- mounting
- balancing
- flat repair
- rotation
- tire transfer
- disposal of old tire

Revised Response Form, continued

4.15 PRICING

Category 3- Pursuit Tires					
	Size	Type & Brand	Stock No	Price (Including all services in 2.2.2.)	Tire (Only)
1	P225/60 R16	Goodyear Eagle RS-A Police	732-354-500	\$ 102 <sup>50</sup>	\$ 89 <sup>50</sup>
2	P235/55 R17	Goodyear Eagle RS-A Police	732-002-500	\$ 119 <sup>92</sup>	\$ 106 <sup>92</sup>
3	P235/55 R17 Snow Tire	Goodyear Eagle Winter High Performance	166-579-530	\$ 130 <sup>70</sup>	\$ 117 <sup>70</sup>
4	P225/60 R18	Goodyear Eagle RS-A Police	732-312-500	\$ 136 <sup>66</sup>	\$ 123 <sup>66</sup>
5	P265/60 R17	Goodyear Wrangler HP (Police)	403-422-171	\$ 159 <sup>93</sup>	\$ 146 <sup>93</sup>

Category 4 - Tire Related Services		
1	Tire Repair - In Shop (each)	NC if our tire \$ 15 <sup>00</sup>
2	Tire Rotation	NC if our tires \$ 16 <sup>00</sup> 4-tire rotation
3	Alignment - Front End (each)	\$ 59 <sup>95</sup> front only
4	Alignment - Front and Rear (each)	\$ 69 <sup>95</sup> front & rear total
5	Computer Balancing of Tire (each)	\$ 9 <sup>00</sup>
6	Mount Tires	\$ 5 <sup>00</sup>
7	Service Call in County per hour	\$ 25 <sup>00</sup> initial charge
8	Service Call in County per mile	\$ 12 <sup>50</sup> / mile round trip
9	Flat Shop Rate per hour	\$ 70 <sup>00</sup> / hr.
10	Road Hazard Coverage per tire	\$ 9 <sup>95</sup> or 14% of tire cost - whichever is greater
11	Mounting and Dismounting Tires (per cross section inch)	\$ Not applicable
12	Tire Disposal Fee per tire	\$ Nil if installing new tire
13	Tire Fee per Senate Bill 225	\$ .50
14	Valve Stem	\$ Nil
15	TPMS Sensor Replacement (Ford/Chevrolet/Dodge)	Part % mark up% Labor \$ \$ 60 <sup>00</sup> / sensor plus \$ 10 <sup>00</sup> install fee
16	List any other Fees or Charges not covered by aforementioned services in Category 4	\$

WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone )

State of Mo )

)ss  
)

My name is Russell L. Coats, I am an authorized agent of BORE / MPC LLC d.b.a.

Big O Tires-Mo (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Russell L. Coats 4/24/2012  
Affiant Date

Russell L. Coats  
Printed Name

Subscribed and sworn to before me this 24 day of April, 2012.

Scott Watson  
Notary Public



**Attach to this form the E-Verify Memorandum of Understanding (or the first and last page) that you completed when enrolling that verifies proof of enrollment.**

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Russell L Coats / Operations Director - Big O Times (Mission)  
Name and Title of Authorized Representative

  
Signature

4/24/2012  
Date



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 24-25APR12 – Tires – Passenger Vehicles, Patrol Vehicles and Light Duty Trucks Term and Supply**

**ADDENDUM #1 - Issued April 25, 2012**

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for 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:

**Replace the Bid Submission Address and Bid Opening due date information as follows:**

**Bid Submission Address and Deadline**

Day / Date: Wednesday, April 25, 2012  
Time: 2:30 P.M. (Bids received after this time will be returned unopened)  
Location / Mail Address: Boone County Purchasing Department  
Boone County Johnson Building  
613 E. Ash, Room 109  
Columbia, MO 65201

Directions: The Boone County Annex is located on the Southeast corner at 7<sup>th</sup> St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available.

**Bid Opening**

Day / Date: Wednesday, April 25, 2012  
Time: 2:30 P.M. (Bids received after this time will be returned unopened)  
Location / Address: Boone County Johnson Building Conference  
613 E. Ash, Room 109  
Columbia, MO 65201

By:

  
\_\_\_\_\_  
**Tyson Boldan**  
Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid **24-25APR12 – Tires – Passenger Vehicles, Patrol Vehicles and Light Duty Trucks Term and Supply**, receipt of which is hereby acknowledged:

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

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

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

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

Authorized Representative Printed Name: \_\_\_\_\_



**Request for Bid (RFB)**

**Tyson Boldan, Buyer**

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

Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

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**Bid Data**

Bid Number: **24-25APR12**

Commodity Title: **Tires – Passenger Vehicles, Patrol Vehicles and Light Duty Trucks**

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

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**Bid Submission Address and Deadline**

Day / Date: **Wednesday, April 25, 2012**

Time: **1:30 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: Boone County Purchasing Department  
Boone County Johnson Building  
613 E. Ash, Room 109  
Columbia, MO 65201

Directions: The Boone County Annex is located on the Southeast corner at 7<sup>th</sup> St. and Ash St.  
Enter the building from the South Side. Wheel chair accessible entrance is available.

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**Bid Opening**

Day / Date: **Wednesday, April 25, 2012**

Time: **1:30 P.M. (Bids received after this time will be returned unopened)**

Location / Address: Boone County Johnson Building Conference  
613 E. Ash, Room 109  
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  
Work Authorization Certification  
Certification of Individual Bidder  
Individual Bidder Affidavit  
Debarment Form  
Standard Terms and Conditions  
No Bid Response Form

## 1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. 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 goods and/or services can be obtained from cooperative MMPPC or other governmental contracts 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.
- 1.5.2. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from July 1, 2012 through June 30, 2013, and may be automatically renewed for an additional three (3) years unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.5.3. **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.

- 1.5.4. **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.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – For the provision of a Term and Supply Contract for tires and tire related services for passenger vehicles, patrol vehicles, and light duty trucks.
  - 2.1.1. **Scope of Work** – Contractor shall provide all services, supervision, labor, equipment, products and materials necessary to provide County with tires and tire related services for cars and light duty trucks.
  - 2.1.2. **Quantity** - All orders will be made on an “as needed basis.”
- 2.2. **MINIMUM REQUIREMENTS - ALL TIRES SHALL BE GRADE NUMBER ONE (1) OR BETTER AT CONTRACTED PRICE. NO BLEMISHED OR SECONDS WILL BE ACCEPTED.**
  - 2.2.1. Contractor shall stock, provide and/or deliver tires as outlined by the County.
  - 2.2.2. Contractor shall bid a flat rate for service including, but not limited to, mounting, flat repair, rotation, computer balancing, tire transfer to another County vehicle, disposal, and replacement of warranty tires.
  - 2.2.3. Alternate Bid: Bidder should also provide itemized pricing as directed in section four.
  - 2.2.4. Contractor shall provide 24-hour roadside service on an “as needed basis”. Contractor shall provide with bid submission name and telephone number of point of contact for 24-hour roadside service.
  - 2.2.5. No portions of the work will be assigned to a subcontractor without the prior knowledge and written consent of the County.
  - 2.2.6. Contractor is responsible for repair and/or replacement of any damage done in the process of alignment of the vehicle and/or removing and replacing a tire to the wheel or vehicle; includes studs, nuts, etc. Contractor will be required to correct any problem(s) associated with an alignment, as long as they are notified within five days from the date the alignment was completed.
  - 2.2.7. Contractor will be required to commence work on County Vehicles within **thirty (30) minutes** of their arrival and to continuously pursue the necessary work until completed.
  - 2.2.8. **Any other fees for installation that are not covered in the bid form , shall have prior approval from the Fleet Operations Manager, Greg Edington or his designated county representative at (573) 449-8515 ext. 226.**
  - 2.2.9. If a roadside service call is requested, Contractor shall be required to arrive within **thirty minutes** of call for flat repair within the city limits and **one hour** for flat repair outside the city limits. Contractor shall obtain county vehicle number and mileage and have the driver sign the work order legibly. Any tire that the contractor determines to be unsafe and/or needs replacing shall be cleared for replacement by the Fleet Operations Manager, Greg Edington or his designated county representative at (573) 449-8515 ext. 226.
  - 2.2.10. **Additions/Deletions of Service-** The County reserves the right to add/or delete products and/or services provided under this contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or produces are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.
  - 2.2.11. **Category A Tires – (Passenger Vehicle)** Shall meet the UTQGS standards: minimum 440 tread wear rating, “A” Temperature, and “B” Traction. Vendors shall provide product sheets for all tires proposed.
  - 2.2.12. **Category B Tires – (Pickup Truck/SUV/Van)** Shall meet the load ratings as indicated on the response sheet. Vendors to supply pricing for standard and aggressive tread tires on the response sheet. Vendors shall provide product sheets for all tires proposed.
  - 2.2.13. **Category C Tires – (Pursuit Tires)** Shall meet the UTQGS standards: minimum 300 tread wear rating, “A” Temperature, and “A” Traction. Tires shall have “V” speed rating at a minimum.
- 2.3. **Discontinued Tires** – In the event a tire has been discontinued, the contractor will be required to substitute a tire of same size that is equal to or greater in quality and durability at no additional expense subject to the approval of the Fleet Operations Manager, Greg Edington or a designated County representative.
  - 2.3.1. **Tires purchased outside of contract** – in the event that a tire that is not included in this bid is requested by County personnel or recommended by Contractor, the contractor shall notify the Fleet Operations Manager, Greg Edington and fax a quote for tire to (573) 875-1602. The Fleet Operations Manager or appointee will obtain authorization to purchase from the appropriate County administrative authority and notify the contractor whether to proceed with the sale/installation.
- 2.4. **Contractor qualifications**
  - 2.4.1. Contractor shall be a fully authorized and licensed distributor for the manufacturer’s tires offered.

- 2.4.2. The Contractor shall provide related services as needed (e.g. mounting, rotation, flat repair, computer balancing, alignment, etc.) at the prices indicated on the Response Form.
- 2.4.3. Contractor shall own, operate and maintain a fleet of roadside service vehicles for delivery, service, flat repair and mounting of all sized tires.
- 2.4.4. The Contractor shall include with their bid submittal a listing of all sales/service Centers, addresses, phone numbers, and contact information for each site that will be providing tires and service to the County. Other information provided to include standard business hours.
- 2.5. **BOONE COUNTY INSURANCE REQUIREMENTS** – These requirements will pertain to the successful Contractor and are provided for informational purpose.
- 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 such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.5.2. **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, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5.3. **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 and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.5.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.5.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work..
- 2.5.6. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

- 2.5.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence
- 2.6. **Warranty** – Manufacturer's standard warranty will apply.
- 2.7. **Designee** – Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO 65201
- 2.8. **Bid Content Contact** – Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, MO 65201 Phone: (573) 886-4392, Fax: (573) 886-4390, email [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)
- 2.9. **Delivery Terms – FOB Destination:** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.10. **Billing and Payment:** Invoices /Monthly Statement shall be submitted to each individual County office that orders from the contract. Monthly Statement must be submitted to the respective Department for payment which will be made 30 days after receipt of a correct and valid statement.

**3. Response Presentation and Review**

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2 **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2. 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*.
- 3.2.3. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check our web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Award**: Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone 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.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

4. Response Form

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

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

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

4.7.1 Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name and Title of Authorized Representative

4.8 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

4.9. The Response Form includes an opportunity to bid a total price per tire to completely purchase and install or price the tire separate from services. Bidders are encouraged to respond to both but are not required.

4.10. Maximum Percentage Increase for Renewal Periods \_\_\_\_\_ % 1<sup>st</sup> Renewal Year  
 \_\_\_\_\_ % 2<sup>nd</sup> Renewal Year  
 \_\_\_\_\_ % 3<sup>rd</sup> Renewal Year

4.11. Minimum discount off retail for all product lines introduced after inception of the contract, and all existing lines not specified herein: \_\_\_\_\_ %

4.12. Please list below or attach information on any additional services and warranties offered by your company. \_\_\_\_\_

4.13. Will Bidder accept current tires for warranty work (i.e. Patching and replacement, etc) that is standard with warranty with new tires? If so, please attach policy and pricing.

4.14. Please list below or attach additional information regarding what is included in Road Hazard Coverage:

Revised Response Form

4.15 PRICING

Category 1 – Passenger Vehicle Tires					
	Size	Type & Brand	Stock No	Price (Including all services in 2.2.2.)	Tire (Only)
1	P195/60 R15			\$	\$
2	P195/70 R14			\$	\$
3	P205/65 R15			\$	\$
4	P205/70 R15			\$	\$
5	P215/60 R16			\$	\$
6	P215/70 R14			\$	\$
7	P215/70 R15			\$	\$
8	P225/60 R16			\$	\$
9	P225/70 R14			\$	\$
10	P225/70 R15			\$	\$
11	P235/55 R17			\$	\$
12	P235/60 R16			\$	\$
13	P235/70 R16			\$	\$
14	P235/75 R15			\$	\$
15	P245/65 R17			\$	\$

Revised Response Form, continued

4.15 **PRICING**

**Category 2 - Pickup Truck / SUV / Van Tires**

	Tire Size	Load Rating	Type/Brand	Stock Number	Pricing w/all Services in 2.2.2.	Tire (Only)
					\$	\$
1.	LT 235/70 R16	C			\$	\$
2.	LT 235/75 R15	C			\$	\$
3.	LT 235/75 R16	C			\$	\$
4.	LT 235/75 R16	D			\$	\$
5.	LT 235/75 R16	E			\$	\$
6.	LT 235/85 R16	E			\$	\$
7.	LT 245/65 R17	C			\$	\$
8.	LT 245/75 R16	C			\$	\$
9.	LT 245/75 R16	D			\$	\$
10.	LT 245/75 R16	E			\$	\$
11.	LT 265/70 R17	C			\$	\$
12.	LT 265/70 R17	D			\$	\$
13.	LT 265/70 R17	E			\$	\$
14.	LT 265/75 R16	C			\$	\$
15.	LT 265/75 R16	D			\$	\$
16.	LT 265/75 R16	E			\$	\$
					\$	\$

**AGGRESSIVE TREAD PATTERN**

					\$	\$
17.	LT 235/70 R16	C			\$	\$
18.	LT 235/75 R15	C			\$	\$
19.	LT 235/75 R16	C			\$	\$
20.	LT 235/75 R16	D			\$	\$
21.	LT 235/75 R16	E			\$	\$
22.	LT 235/85 R16	E			\$	\$
23.	LT 245/65 R17	C			\$	\$
24.	LT 245/75 R16	C			\$	\$
25.	LT 245/75 R16	D			\$	\$
26.	LT 245/75 R16	E			\$	\$
27.	LT 265/70 R17	C			\$	\$
28.	LT 265/70 R17	D			\$	\$
29.	LT 265/70 R17	E			\$	\$
30.	LT 265/75 R16	C			\$	\$
31.	LT 265/75 R16	D			\$	\$
32.	LT 265/75 R16	E			\$	\$
33.	LT 235/70 R16	C			\$	\$

**Revised Response Form, continued**

4.15 **PRICING**

<b>Category 3– Pursuit Tires</b>					
	<b>Size</b>	<b>Type &amp; Brand</b>	<b>Stock No</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>
1	P225/60 R16			\$	\$
2	P235/55 R17			\$	\$
3	P235/55 R17 Snow Tire			\$	\$
4	P225/60 R18			\$	\$
5	P265/60 R17			\$	\$

<b>Category 4 – Tire Related Services</b>		
1	Tire Repair – In Shop (each)	\$
2	Tire Rotation	\$
3	Alignment – Front End (each)	\$
4	Alignment - Front and Rear (each)	\$
5	Computer Balancing of Tire (each)	\$
6	Mount Tires	\$
7	Service Call in County per hour	\$
8	Service Call in County per mile	\$
9	Flat Shop Rate per hour	\$
10	Road Hazard Coverage per tire	\$
11	Mounting and Dismounting Tires (per cross section inch)	\$
12	Tire Disposal Fee per tire	\$
13	Tire Fee per Senate Bill 225	\$
14	Valve Stem	\$
15	TPMS Sensor Replacement (Ford/Chevrolet/Dodge)	Part % mark up% _____ Labor \$ _____
16	List any other Fees or Charges not covered by aforementioned services in Category 4	\$



**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



**(Please complete and return with Contract)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date



*Standard Terms and Conditions*

**Tyson Boldan, Buyer**

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

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may 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 or e-mail will be accepted. **U.S. mail only.**
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.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices

Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



*"No Bid" Response Form*

**Boone County Purchasing**  
613 E. Ash, Room 109  
Columbia, MO 65201

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

**"NO BID RESPONSE FORM"**

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

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

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

**Bid: 24-25APR12 – Tires- Passenger Vehicles and Light Duty Trucks**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not Submitting a Bid:

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

**PURCHASE AGREEMENT  
FOR  
TIRES- PASSENGER VEHICLE AND PATROL TIRES TERM AND SUPPLY**

**THIS AGREEMENT** dated the 12 day of June 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cross Midwest Tire 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, the County of Boone Request for Bid for **Tires – Passenger Vehicle and Patrol Tires Term and Supply**, bid number **24-25APR12**, any applicable addenda, and the Contractor's bid response dated April **23, 2012** and executed by **Steve McCray** 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, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall be beginning on July 01, 2012 and continuing through **June 30, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County 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.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. **Cross Midwest Tire Inc.** is awarded as follows:

Primary Vendor for bid Category 2 – Pickup Truck Tires

Secondary Vendor for bid Category 1 – Passenger Vehicle Tires

Secondary Vendor for bid Category 3 – Pursuit Tires

**4. Delivery** - Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the **Boone County Public Works 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 monthly statements 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.

**CROSS MIDWEST TIRE INC.**

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

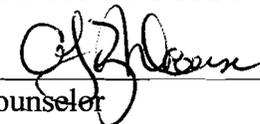
by   
title CFO

  
Daniel K. Atwill, Presiding Commissioner

address 401 S. 42<sup>nd</sup> ST.  
Kansas City, KS 66106

APPROVED AS TO FORM:

ATTEST:

  
County Counselor

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

  
Signature

6/6/12  
Date

2040/59105 Term/Supply  
No Encumbrance Required  
Appropriation Account

4. Response Form

4.1. Company Name: CROSS MIDWEST TIRE INC  
 4.2. Address: 5320 Highway 763 N  
 4.3. City/Zip: Columbia, Missouri 65202  
 4.4. Phone Number: 573-442-8259  
 4.5. Fax Number: 573-442-2865  
 4.6. Federal Tax ID: 48-1082035

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

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

4.7.1 Authorized Representative (Sign By Hand): Steve McCray Date: 4/23/2012  
 Steve McCray  
 Print Name and Title of Authorized Representative

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

4.9. The Response Form includes an opportunity to bid a total price per tire to completely purchase and install or price the tire separate from services. Bidders are encouraged to respond to both but are not required.

4.10. Maximum Percentage Increase for Renewal Periods 15 % 1<sup>st</sup> Renewal Year  
15 % 2<sup>nd</sup> Renewal Year  
15 % 3<sup>rd</sup> Renewal Year

4.11. Minimum discount off retail for all product lines introduced after inception of the contract, and all existing lines not specified herein: Current Cont. %  
pricing

4.12. Please list below or attach information on any additional services and warranties offered by your company. \_\_\_\_\_

4.13. Will Bidder accept current tires for warranty work (i.e. Patching and replacement, etc) that is standard with warranty with new tires? If so, please attach policy and pricing. YES AT Current Contract  
pricing

4.14. Please list below or attach additional information regarding what is included in Road Hazard Coverage:  
Pro-rated Adjustment Covering All Tire Damage Except Run Flats

Revised Response Form

4.15 PRICING

Category 1 - Passenger Vehicle Tires					
	Size	Type & Brand	Stock No	Price (Including all services in 2.2.2.)	Tire (Only)
1	P195/60 R15	Firestone Precision Touring	140582	\$ 76. <sup>20</sup>	\$ 61 <sup>70</sup>
2	P195/70 R14	Firestone Affinity Touring	141347	\$ 70. <sup>32</sup>	\$ 55 <sup>82</sup>
3	P205/65 R15	Firestone Precision Touring	140633	\$ 78. <sup>96</sup>	\$ 64. <sup>46</sup>
4	P205/70 R15	Firestone Precision Touring	140650	\$ 74.14	\$ 59 <sup>64</sup>
5	P215/60 R16	Firestone Precision Touring	140718	\$ 91. <sup>26</sup>	\$ 76. <sup>76</sup>
6	P215/70 R14	Firestone Firehawk Indy 500	119520	\$ 89. <sup>71</sup>	\$ 75. <sup>21</sup>
7	P215/70 R15	Firestone Precision Touring	140684	\$ 77. <sup>36</sup>	\$ 62. <sup>86</sup>
8	P225/60 R16	Firestone Precision Touring	140752	\$ 91. <sup>80</sup>	\$ 77. <sup>30</sup>
9	P225/70 R14	Firestone Firehawk Indy 500	118664	\$ 96. <sup>39</sup>	\$ 81. <sup>89</sup>
10	P225/70 R15	Firestone Firehawk Indy 500	119679	\$ 107. <sup>39</sup>	\$ 92. <sup>89</sup>
11	P235/55 R17	Firestone Precision Touring	140803	\$ 109. <sup>92</sup>	\$ 95. <sup>42</sup>
12	P235/60 R16	Firestone Precision Touring	147620	\$ 94. <sup>00</sup>	\$ 79. <sup>50</sup>
13	P235/70 R16	Firestone Destination LE	054375	\$ 121. <sup>16</sup>	\$ 106. <sup>66</sup>
14	P235/75 R15	Firestone Destination LE	146965	\$ 118. <sup>83</sup>	\$ 104. <sup>33</sup>
15	P245/65 R17	Firestone Destination LE	040928	\$ 120. <sup>60</sup>	\$ 106. <sup>10</sup>
TOTALS				\$ 1418. <sup>04</sup>	\$ 1200. <sup>54</sup>

Revised Response Form, continued

4.15 PRICING

Category 2 - Pickup Truck / SUV / Van Tires

	Tire Size	Load Rating	Type/Brand	Stock Number	Pricing w/all Services in 2.2.2.	Tire (Only)
					\$	\$
1.	LT 235/70 R16	C	DEST LE	054375	\$ 121.16	\$ 106.66
2.	LT 235/75 R15	C	TRANS HT	189837	\$ 122.76	\$ 108.26
3.	LT 235/75 R16	C	DEST LE	054358	\$ 121.15	\$ 106.65
4.	LT 235/75 R16	D	NOT AVAILABLE		\$ NA	\$ NA
5.	LT 235/75 R16	E	NOT AVAILABLE		\$ NA	\$ NA
6.	LT 235/85 R16	E	TRANS HT	189718	\$ 136.27	\$ 121.77
7.	LT 245/65 R17	C	DEST LE	040928	\$ 120.60	\$ 106.10
8.	LT 245/75 R16	C	DEST. AT	184295	\$ 142.35	\$ 127.85
9.	LT 245/75 R16	D	TRANS HT	189769	\$ 131.33	\$ 116.83
10.	LT 245/75 R16	E	TRANS HT	189769	\$ 131.33	\$ 116.83
11.	LT 265/70 R17	C	TRANS HT	200156	\$ 157.18	\$ 142.65
12.	LT 265/70 R17	D	TRANS HT	200156	\$ 157.18	\$ 142.65
13.	LT 265/70 R17	E	TRANS HT	200156	\$ 157.18	\$ 142.65
14.	LT 265/75 R16	C	DEST. LE	158710	\$ 148.61	\$ 134.11
15.	LT 265/75 R16	D	TRANS HT	189786	\$ 147.56	\$ 133.06
16.	LT 265/75 R16	E	TRANS HT	187786	\$ 147.56	\$ 133.06
			TOTALS		\$ 1917.42 <sup>22</sup>	\$ 1739.22

AGGRESSIVE TREAD PATTERN

					\$	\$
17.	LT 235/70 R16	C	DEST AT	026767	\$ 130.35	\$ 115.85
18.	LT 235/75 R15	C	TRANS AT	189650	\$ 124.21	\$ 109.71
19.	LT 235/75 R16	C	DEST AT	027379	\$ 119.65	\$ 105.15
20.	LT 235/75 R16	D	NOT AVAILABLE		\$ NA	\$ NA
21.	LT 235/75 R16	E	NOT AVAILABLE		\$ NA	\$ NA
22.	LT 235/85 R16	E	TRANS AT	189633	\$ 141.66	\$ 127.16
23.	LT 245/65 R17	C	DESTINATION	040928	\$ 120.60	\$ 106.10
24.	LT 245/75 R16	C	DEST AT	184295	\$ 142.35	\$ 127.85
25.	LT 245/75 R16	D	TRANS AT	189582	\$ 137.61	\$ 123.11
26.	LT 245/75 R16	E	TRANS AT	189582	\$ 137.61	\$ 123.11
27.	LT 265/70 R17	C	TRANS AT	200190	\$ 160.69	\$ 146.19
28.	LT 265/70 R17	D	TRANS AT	200190	\$ 160.69	\$ 146.19
29.	LT 265/70 R17	E	TRANS AT	200190	\$ 160.69	\$ 146.19
30.	LT 265/75 R16	C	TRANS AT	196858	\$ 154.43	\$ 139.93
31.	LT 265/75 R16	D	TRANS AT	196858	\$ 154.43	\$ 139.93
32.	LT 265/75 R16	E	TRANS AT	196858	\$ 154.43	\$ 139.93
33.	LT 235/70 R16	C	DUPLICATE OF LINE		\$ # 17.	\$ DUPLICATE
			TOTALS		\$ 1999.40	\$ 1796.40

ALL ABOVE TIRES ARE Firestone

Destination LE (Dest. LE)

Destination AT (Dest AT)

Transforce HT (TRANS. HT)

Transforce AT (Transf. AT)

Revised Response Form, continued

4.15 **PRICING**

Category 3- Pursuit Tires					
	Size	Type & Brand	Stock No	Price (Including all services in 2.2.2.)	Tire (Only)
1	P225/60 R16	Firestone P41 Pursuit	067911	\$ 108.71	\$ 94.21
2	P235/55 R17	Firestone GT 2 Pursuit	077325	\$ <del>119.58</del> 122.03	\$ 107.53
3	P235/55 R17 Snow Tire	Firestone PVS Firehawk	077359	\$ 123.59	\$ 109.09
4	P225/60 R18	<del>Firestone</del> Firestone Firehawk GT 2 Pursuit	005254	\$ 123.59	\$ 109.09
5	P265/60 R17	Firestone Firehawk GT V Pursuit	023189	\$ 129.56	\$ 115.06
TOTALS				\$ 607.48	\$ 534.98

TOTALS

Category 4 - Tire Related Services		
1	Tire Repair - In Shop (each)	\$ 12.00
2	Tire Rotation	\$ 4.00
3	Alignment - Front End (each)	\$ 49.95
4	Alignment - Front and Rear (each)	\$ 59.95
5	Computer Balancing of Tire (each)	\$ <del>5</del> 12.00
6	Mount Tires	\$ N/C with purchase
7	Service Call in County per hour	\$ 75.00
8	Service Call in County per mile	\$ N/C
9	Flat Shop Rate per hour	\$ 40.00
10	Road Hazard Coverage per tire	\$ N/C
11	Mounting and Dismounting Tires (per cross section inch)	\$ 8.00
12	Tire Disposal Fee per tire	\$ 2.00
13	Tire Fee per Senate Bill 225	\$ 1.50
14	Valve Stem	\$ NC
15	TPMS Sensor Replacement (Ford/Chevrolet/Dodge)	Part % mark up% 10 Labor \$ 5.00
16	List any other Fees or Charges not covered by aforementioned services in Category 4.	\$ NONE



Company ID Number: 176145

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **C&M Tire, Inc.**

**Libby Rock**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**01/06/2009**

Date

**Department of Homeland Security - Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**01/06/2009**

Date

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

L. Spencer Martin, CFO

Name and Title of Authorized Representative

Signature



Date

03-26-12

**CROSS MIDWEST TIRE**  
5320 HIGHWAY 763 N  
COLUMBIA, MO 65202  
Phone 573-442-8259 Fax 573-442-2865  
www.crossmidwest.com

**CROSS-MIDWEST TIRE IS AN INDEPENDENT COMMERCIAL TIRE DEALERSHIP OPERATING THROUGHOUT THE MIDWESTERN UNITED STATES. WE SERVICE SOME OF THE NATIONS LARGEST FLEETS WHICH REQUIRE THE HIGHEST STANDARDS FOR TIMELY SERVICE, QUALITY OF SERVICE AND IN THE PRODUCTS THEY REQUIRE. (RYDER, FIRST STUDENT, UPS, PRIME INC, JACK COOPER TRANSIT, TRANSAM, EMERY SAPP & SONS, APAC.)**

**HOURS 7:00 AM TO 5:00 PM MONDAY THRU FRIDAY  
7:30 AM TO 12:00PM SATURDAY**

**24 HOUR ROAD SERVICE NIGHT, WEEKENDS, HOILDAYS 365 days a year  
(After 5:00pm weekdays and After 12:00pm Saturdays)**

**WE HAVE A EQUIPED SERVICE FLEET FOR PROMPT SERVICE**

**2 FLEET SERVICE UNITS  
2 FARM AND FLEET SERVICE UNITS  
1 OTR SERVICE UNIT**

**WE ARE AUTHORIZED DEALERS FOR:**

**MICHELIN  
YOKOHAMA  
BRIDGESTONE  
FIRESTONE  
GENERAL  
CONTINENTAL  
TITAN**

**BANDAG RETREADS (We have 4 authorized Bandag Retread Facilities that are All "BOND CERTIFIED" This is the highest possible Bandag rating.)**

**WE ALSO HANDLE NATIONAL ACCOUNT AND GOVERNMENT PROGRAMS FOR EACH OF THE ABOVE TIRE COMPANIES.**

**WE CAN HANDLE ALL OF YOUR NEEDS FOR:  
LIGHT TRUCKS, MEDIUM TRUCK, INDUSTRIAL, FARM, EARTHMOVER,  
TRACKS, FOAM FILLING, OTR RETREADING  
WE ALSO DO WHEEL REFURBISHING**

**CROSS MIDWEST TIRE HAS 19 SERVICE CENTERS THROUGHOUT THE MID WEST WHICH ALL OFFER 24 HOUR / 7 DAY ROAD SERVICE.**

**KANSAS CITY MO, ST LOUIS MO, VALLEY PARK MO, JOPLIN MO,  
STRAFFORD (Springfield) MO, COLUMBIA MO, KANSAS CITY KS, OLATHE  
KS, TOPEKA KS, PITTSBURG KS. SALINA KS, SPRINGDALE AR, AND DUPO  
IL.**

**ALSO CROSS-DILLON TIRE IN: LINCOLN NE, OMAHA NE, GRAND ISLAND  
NE, NORFOLK NE, DAVENPORT IA, AND DES MOINES IA.**

**Cross Midwest Tire**  
**5320 Highway 763 N**  
**Columbia, Missouri Mo 65202**

**List of References**

**Boone County Public Works – Greg Eddington – (573) 449-6818**

**Mo. Dept. Of Trans. Columbia Location – Lawrence Harmon – (573)-874-5674**

**Mo. Dept. Of Trans. Hallsville Location – Randy Fenton – (573) 219-6618**

**Boone County Fire Dist. – Roy Francis \_ (573) 447-5000**

**City of Columbia Water & Light – Darrell Anderson – (573) 874-6213**



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 24-25APR12 – Tires – Passenger Vehicles, Patrol Vehicles and  
Light Duty Trucks Term and Supply**

**ADDENDUM #1 - Issued April 25, 2012**

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for 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:

**Replace the Bid Submission Address and Bid Opening due date information as follows:**

**Bid Submission Address and Deadline**

---

Day / Date: Wednesday, April 25, 2012  
Time: **2:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: Boone County Purchasing Department  
Boone County Johnson Building  
613 E. Ash, Room 109  
Columbia, MO 65201

Directions: The Boone County Annex is located on the Southeast corner at 7<sup>th</sup> St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available.

**Bid Opening**

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Day / Date: Wednesday, April 25, 2012  
Time: **2:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Address: Boone County Johnson Building Conference  
613 E. Ash, Room 109  
Columbia, MO 65201

By: \_\_\_\_\_

**Tyson Boldan**  
**Buyer**

OFFEROR has examined copy of Addendum #1 to Request for Bid **24-25APR12 – Tires – Passenger Vehicles, Patrol Vehicles and Light Duty Trucks Term and Supply**, receipt of which is hereby acknowledged:

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

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

\_\_\_\_\_

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

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

Authorized Representative Printed Name: \_\_\_\_\_



**Request for Bid (RFB)**

**Boone County Purchasing**  
613 E. Ash, Room 109  
Columbia, MO 65201

**Tyson Boldan, Buyer**  
Phone: (573) 886-4392 – Fax: (573) 886-4390  
Email: [tboldan@boonecountymmo.org](mailto:tboldan@boonecountymmo.org)

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**Bid Data**

Bid Number: **24-25APR12**  
Commodity Title: **Tires – Passenger Vehicles, Patrol Vehicles and Light Duty Trucks**

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

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**Bid Submission Address and Deadline**

Day / Date: **Wednesday, April 25, 2012**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
613 E. Ash, Room 109  
Columbia, MO 65201**

Directions: **The Boone County Annex is located on the Southeast corner at 7<sup>th</sup> St. and Ash St.  
Enter the building from the South Side. Wheel chair accessible entrance is available.**

---

**Bid Opening**

Day / Date: **Wednesday, April 25, 2012**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Johnson Building Conference  
613 E. Ash, Room 109  
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  
Work Authorization Certification  
Certification of Individual Bidder  
Individual Bidder Affidavit  
Debarment Form  
Standard Terms and Conditions  
No Bid Response Form

## 1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. 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 goods and/or services can be obtained from cooperative MMPPC or other governmental contracts 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.
- 1.5.2. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from July 1, 2012 through June 30, 2013, and may be automatically renewed for an additional three (3) years unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.5.3. **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.

- 1.5.4. **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.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – For the provision of a Term and Supply Contract for tires and tire related services for passenger vehicles, patrol vehicles, and light duty trucks.
  - 2.1.1. **Scope of Work** – Contractor shall provide all services, supervision, labor, equipment, products and materials necessary to provide County with tires and tire related services for cars and light duty trucks.
  - 2.1.2. **Quantity** - All orders will be made on an “as needed basis.”
- 2.2. **MINIMUM REQUIREMENTS - ALL TIRES SHALL BE GRADE NUMBER ONE (1) OR BETTER AT CONTRACTED PRICE. NO BLEMISHED OR SECONDS WILL BE ACCEPTED.**
  - 2.2.1. Contractor shall stock, provide and/or deliver tires as outlined by the County.
  - 2.2.2. Contractor shall bid a flat rate for service including, but not limited to, mounting, flat repair, rotation, computer balancing, tire transfer to another County vehicle, disposal, and replacement of warranty tires.
  - 2.2.3. Alternate Bid: Bidder should also provide itemized pricing as directed in section four.
  - 2.2.4. Contractor shall provide 24-hour roadside service on an “as needed basis”. Contractor shall provide with bid submission name and telephone number of point of contact for 24-hour roadside service.
  - 2.2.5. No portions of the work will be assigned to a subcontractor without the prior knowledge and written consent of the County.
  - 2.2.6. Contractor is responsible for repair and/or replacement of any damage done in the process of alignment of the vehicle and/or removing and replacing a tire to the wheel or vehicle; includes studs, nuts, etc. Contractor will be required to correct any problem(s) associated with an alignment, as long as they are notified within five days from the date the alignment was completed.
  - 2.2.7. Contractor will be required to commence work on County Vehicles within **thirty (30) minutes** of their arrival and to continuously pursue the necessary work until completed.
  - 2.2.8. **Any other fees for installation that are not covered in the bid form , shall have prior approval from the Fleet Operations Manager, Greg Edington or his designated county representative at (573) 449-8515 ext. 226.**
  - 2.2.9. If a roadside service call is requested, Contractor shall be required to arrive within **thirty minutes** of call for flat repair within the city limits and **one hour** for flat repair outside the city limits. Contractor shall obtain county vehicle number and mileage and have the driver sign the work order legibly. Any tire that the contractor determines to be unsafe and/or needs replacing shall be cleared for replacement by the Fleet Operations Manager, Greg Edington or his designated county representative at (573) 449-8515 ext. 226.
  - 2.2.10. **Additions/Deletions of Service-** The County reserves the right to add/or delete products and/or services provided under this contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or produces are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.
  - 2.2.11. **Category A Tires – (Passenger Vehicle)** Shall meet the UTQGS standards: minimum 440 tread wear rating, “A” Temperature, and “B” Traction. Vendors shall provide product sheets for all tires proposed.
  - 2.2.12. **Category B Tires – (Pickup Truck/SUV/Van)** Shall meet the load ratings as indicated on the response sheet. Vendors to supply pricing for standard and aggressive tread tires on the response sheet. Vendors shall provide product sheets for all tires proposed.
  - 2.2.13. **Category C Tires – (Pursuit Tires)** Shall meet the UTQGS standards: minimum 300 tread wear rating, “A” Temperature, and “A” Traction. Tires shall have “V” speed rating at a minimum.
- 2.3. **Discontinued Tires** – In the event a tire has been discontinued, the contractor will be required to substitute a tire of same size that is equal to or greater in quality and durability at no additional expense subject to the approval of the Fleet Operations Manager, Greg Edington or a designated County representative.
  - 2.3.1. **Tires purchased outside of contract** – in the event that a tire that is not included in this bid is requested by County personnel or recommended by Contractor, the contractor shall notify the Fleet Operations Manager, Greg Edington and fax a quote for tire to (573) 875-1602. The Fleet Operations Manager or appointee will obtain authorization to purchase from the appropriate County administrative authority and notify the contractor whether to proceed with the sale/installation.
- 2.4. **Contractor qualifications**
  - 2.4.1. Contractor shall be a fully authorized and licensed distributor for the manufacturer’s tires offered.

- 2.4.2. The Contractor shall provide related services as needed (e.g. mounting, rotation, flat repair, computer balancing, alignment, etc.) at the prices indicated on the Response Form.
- 2.4.3. Contractor shall own, operate and maintain a fleet of roadside service vehicles for delivery, service, flat repair and mounting of all sized tires.
- 2.4.4. The Contractor shall include with their bid submittal a listing of all sales/service Centers, addresses, phone numbers, and contact information for each site that will be providing tires and service to the County. Other information provided to include standard business hours.
- 2.5. **BOONE COUNTY INSURANCE REQUIREMENTS** – These requirements will pertain to the successful Contractor and are provided for informational purpose.
- 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 such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.5.2. **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, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5.3. **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 and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.5.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.5.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work..
- 2.5.6. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

- 2.5.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence
- 2.6. **Warranty** – Manufacturer's standard warranty will apply.
- 2.7. **Designee** – Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO 65201
- 2.8. **Bid Content Contact** – Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, MO 65201 Phone: (573) 886-4392, Fax: (573) 886-4390, email [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)
- 2.9. **Delivery Terms – FOB Destination:** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.10. **Billing and Payment:** Invoices /Monthly Statement shall be submitted to each individual County office that orders from the contract. Monthly Statement must be submitted to the respective Department for payment which will be made 30 days after receipt of a correct and valid statement.

**3. Response Presentation and Review**

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2 **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2. 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*.
- 3.2.3. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check our web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Award**: Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone 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.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

4. Response Form

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. Federal Tax ID: \_\_\_\_\_

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

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

4.7.1 Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name and Title of Authorized Representative

4.8 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

4.9. The Response Form includes an opportunity to bid a total price per tire to completely purchase and install or price the tire separate from services. Bidders are encouraged to respond to both but are not required.

4.10. Maximum Percentage Increase for Renewal Periods \_\_\_\_\_ % 1<sup>st</sup> Renewal Year  
 \_\_\_\_\_ % 2<sup>nd</sup> Renewal Year  
 \_\_\_\_\_ % 3<sup>rd</sup> Renewal Year

4.11. Minimum discount off retail for all product lines introduced after inception of the contract, and all existing lines not specified herein: \_\_\_\_\_ %

4.12. Please list below or attach information on any additional services and warranties offered by your company. \_\_\_\_\_

4.13. Will Bidder accept current tires for warranty work (i.e. Patching and replacement, etc) that is standard with warranty with new tires? If so, please attach policy and pricing.

4.14. Please list below or attach additional information regarding what is included in Road Hazard Coverage:

**Revised Response Form**4.15 **PRICING**

<b>Category 1 – Passenger Vehicle Tires</b>					
	<b>Size</b>	<b>Type &amp; Brand</b>	<b>Stock No</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>
1	P195/60 R15			\$	\$
2	P195/70 R14			\$	\$
3	P205/65 R15			\$	\$
4	P205/70 R15			\$	\$
5	P215/60 R16			\$	\$
6	P215/70 R14			\$	\$
7	P215/70 R15			\$	\$
8	P225/60 R16			\$	\$
9	P225/70 R14			\$	\$
10	P225/70 R15			\$	\$
11	P235/55 R17			\$	\$
12	P235/60 R16			\$	\$
13	P235/70 R16			\$	\$
14	P235/75 R15			\$	\$
15	P245/65 R17			\$	\$

Revised Response Form, continued

4.15 PRICING

**Category 2 - Pickup Truck / SUV / Van Tires**

	Tire Size	Load Rating	Type/Brand	Stock Number	Pricing w/all Services in 2.2.2.	Tire (Only)
					\$	\$
1.	LT 235/70 R16	C			\$	\$
2.	LT 235/75 R15	C			\$	\$
3.	LT 235/75 R16	C			\$	\$
4.	LT 235/75 R16	D			\$	\$
5.	LT 235/75 R16	E			\$	\$
6.	LT 235/85 R16	E			\$	\$
7.	LT 245/65 R17	C			\$	\$
8.	LT 245/75 R16	C			\$	\$
9.	LT 245/75 R16	D			\$	\$
10.	LT 245/75 R16	E			\$	\$
11.	LT 265/70 R17	C			\$	\$
12.	LT 265/70 R17	D			\$	\$
13.	LT 265/70 R17	E			\$	\$
14.	LT 265/75 R16	C			\$	\$
15.	LT 265/75 R16	D			\$	\$
16.	LT 265/75 R16	E			\$	\$
					\$	\$

**AGGRESSIVE TREAD PATTERN**

					\$	\$
17.	LT 235/70 R16	C			\$	\$
18.	LT 235/75 R15	C			\$	\$
19.	LT 235/75 R16	C			\$	\$
20.	LT 235/75 R16	D			\$	\$
21.	LT 235/75 R16	E			\$	\$
22.	LT 235/85 R16	E			\$	\$
23.	LT 245/65 R17	C			\$	\$
24.	LT 245/75 R16	C			\$	\$
25.	LT 245/75 R16	D			\$	\$
26.	LT 245/75 R16	E			\$	\$
27.	LT 265/70 R17	C			\$	\$
28.	LT 265/70 R17	D			\$	\$
29.	LT 265/70 R17	E			\$	\$
30.	LT 265/75 R16	C			\$	\$
31.	LT 265/75 R16	D			\$	\$
32.	LT 265/75 R16	E			\$	\$
33.	LT 235/70 R16	C			\$	\$

Revised Response Form, continued

4.15 **PRICING**

<b>Category 3– Pursuit Tires</b>					
	<b>Size</b>	<b>Type &amp; Brand</b>	<b>Stock No</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>
1	P225/60 R16			\$	\$
2	P235/55 R17			\$	\$
3	P235/55 R17 Snow Tire			\$	\$
4	P225/60 R18			\$	\$
5	P265/60 R17			\$	\$

<b>Category 4 – Tire Related Services</b>		
1	Tire Repair – In Shop (each)	\$
2	Tire Rotation	\$
3	Alignment – Front End (each)	\$
4	Alignment - Front and Rear (each)	\$
5	Computer Balancing of Tire (each)	\$
6	Mount Tires	\$
7	Service Call in County per hour	\$
8	Service Call in County per mile	\$
9	Flat Shop Rate per hour	\$
10	Road Hazard Coverage per tire	\$
11	Mounting and Dismounting Tires (per cross section inch)	\$
12	Tire Disposal Fee per tire	\$
13	Tire Fee per Senate Bill 225	\$
14	Valve Stem	\$
15	TPMS Sensor Replacement (Ford/Chevrolet/Dodge)	Part % mark up% _____ Labor \$ _____
16	List any other Fees or Charges not covered by aforementioned services in Category 4	\$



**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



**(Please complete and return with Contract)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

---

Date



*Standard Terms and Conditions*

**Tyson Boldan, Buyer**

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

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may 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 or **e-mail** will be accepted. **U.S. mail only.**
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.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices

Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



***“No Bid” Response Form***

**Boone County Purchasing**  
613 E. Ash, Room 109  
Columbia, MO 65201

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

**“NO BID RESPONSE FORM”**

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

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

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

**Bid: 24-25APR12 – Tires- Passenger Vehicles and Light Duty Trucks**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not Submitting a Bid:

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 12<sup>th</sup> day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Courtyard Square by The Potter's House on July 14<sup>th</sup>, 2012 from 2:00 pm until 11:00 pm for a concert.

Done this 12<sup>th</sup> day of June, 2012.

ATTEST:

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

[Signature]

Daniel K. Atwill  
Presiding Commissioner

[Signature]

Karen M. Miller  
District I Commissioner

[Signature]

Skip Elkin  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Concert

\* would need electrical access

Date(s) of Use: July 14, 2012

Time of Use: From: 2:00 a.m.  thru 11:00 a.m.

Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Rm220  - Rm208  - Rm139   
Centralia Office

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: The Potter's House

Organization Representative/Title: Ryan Scott or Carrie Scott

Address/Phone Number: 1642 High Quest Cir (573)872-1462 (254)768-6672

Date of Application: 6/6/12

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren CC  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 6/12/12



# Boone County Commission

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## BOONE COUNTY GOVERNMENT BUILDING USE POLICY

### Policy:

Non-profit and religious groups may use the Boone County Government Center for the purposes of promoting community activities. Activities conducted must be scheduled and pre-approved through the Boone County Commission office. Political fund-raisers or commercial activities are prohibited.

### General Conditions:

1. The activity conducted must be related to religious, cultural, recreational, or educational issues. Campaign or candidate fund-raisers or commercial activities are prohibited.
2. External events (Court House Square) may be conducted at any hour, but cannot interfere with work at the Court House and/or Government Center and must comply with all existing municipal and county ordinances on noise abatement and public health.
3. Internal events are allowed between 7:30 a.m. and 9:45 p.m. in the Commission Chambers unless otherwise specified. The County Government Center Rooms 139, 208, 220, and the Atrium are restricted for use from 7:30 a.m. to 5:30 p.m. (no evening hours) unless special arrangements are made in advance with an Elected Official.
4. Use of the facility may be used in conjunction with the Courtyard. If using the Chambers only with a separate event being held at the Courtyard/Court House grounds, no interference will be allowed with any existing exhibit or ongoing activity.
5. Organizations and user groups are not allowed to suggest County of Boone endorsement or sponsorship in their invitation or publicity.
6. Themes must be approved by the Boone County Commission and must be consistent with promoting community culture, recreation, and education.
7. Internal receptions (meal functions) may have food prepared off-site and brought to the building for set up. **All food and drink set-ups are to be in the entryway outside the Chambers.** Alcoholic beverages are prohibited pursuant to State Statute. Extreme caution is to be used to prevent damage due to food and drink.
8. External receptions and meal functions may have food prepared on-site providing all existing health regulations are followed.
9. The group reserving the facility is responsible for all setup and site cleanup. The site must be left in the same condition as it was prior to the event; refer to Chamber layout sheet. Appropriate fees will be charged for any damages or for unnecessary clean up.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 12<sup>th</sup> day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached letter of authorization to implement the telephone billing audit services contract with Teleplus Solutions Corp.

Done this 12<sup>th</sup> day of June, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**Daniel K. Atwill**, Presiding Commissioner  
**Karen M. Miller**, District I Commissioner  
**Skip Elkin**, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

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June 12, 2012

Dear Sir/Madam:

In connection with a contract between Boone County, Missouri and **TelePlus Solutions Corporation**, this letter of authorization is to indicate that Boone County has appointed TelePlus Solutions Corporation as its Agent to analyze and evaluate our telecommunication services. As Agent, TelePlus Solutions has the authority, pursuant to our contract, to order changes and maintenance on specific telecommunication services you provide to Boone County, Missouri including, without limitation, adding or rearranging such services.

You are authorized to make pertinent information available to the Agent and to follow Agent's instructions with reference to any changes to or maintenance on the undersigned's telecommunication services provided by you. You may deal directly with the Agent on all matters pertaining to said telecommunication services and you should follow the Agent's instructions with reference thereto.

Please note that this authorization shall remain valid through **June 30, 2014**, unless it has been earlier revoked by the undersigned in writing.

Information received under this designation of Agent will be held in strict confidence by TelePlus Solution and will not be released to any other party without the written consent of Boone County, Missouri. TelePlus Solutions Corporation will use this letter of authorization only for authorized changes under its contract with Boone County, Missouri.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniel K. Atwill", is written over a horizontal line.

Daniel K. Atwill  
Presiding Commissioner