

176-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

April Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 25th day of April 20 19

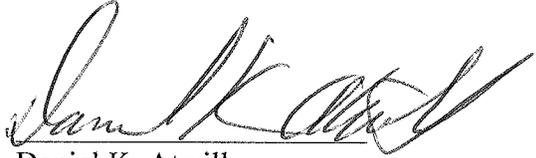
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby recognize Central Missouri Subcontracting Enterprises on its 50th anniversary.

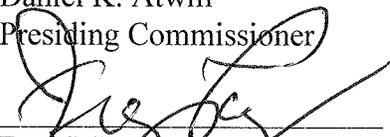
Done this 25th day of April 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

PROCLAMATION RECOGNIZING CENTRAL MISSOURI SUBCONTRACTING ENTERPRISES (CMSE) ON ITS 50TH ANNIVERSARY

- WHEREAS,** Central Missouri Subcontracting Enterprises (CMSE) was established in 1969 as a result of Missouri's 1965 Sheltered Workshop legislation, better known as Senate Bill 52; and
- WHEREAS,** CMSE, along with the other sheltered workshops in Missouri, was developed as a way to provide employment opportunities to adults with developmental disabilities who otherwise would not have the ability to work and be productive citizens within their local communities; and
- WHEREAS,** established by Woodhaven Learning Center and several other local associations and agencies, the Workshop began operation in 1969 with 15 employees and two paid staff members; and
- WHEREAS,** in 2004, the name was changed to Central Missouri Subcontracting Enterprises (CMSE); and
- WHEREAS,** although CMSE is a 501(C)3 nonprofit, it is distinguished from other nonprofits in that much of its income is derived from the contract work it completes for local businesses – it simply would not exist but for the support of its local business partners; and
- WHEREAS,** through its local business partners, CMSE is able to provide jobs to over 130 Boone County residents with severe disabilities; and
- WHEREAS,** in 1996, CMSE expanded employment opportunities by providing on-site employment services, allowing employees to work at local job sites with the support of a CMSE staff member; and
- WHEREAS,** having lost work from a major contractor in 2009, CMSE began exploring other opportunities, resulting in the 2010 opening of CMSE Giving Gardens, a greenhouse/nursery that provides employment opportunities while allowing the workshop to be less dependent on other companies; and
- WHEREAS,** on May 1, 2018, CMSE celebrated a new chapter by opening a Day/Retirement Program, “Next Step Day Program,” which offers their employees who wish to retire a way to do so while remaining connected and active with their CMSE family; and
- WHEREAS,** with the additional income from CMSE Giving Gardens, CMSE is nearing \$1 million in 2019, indicating its success and growth since 1993 when its income was \$293,000; and
- WHEREAS,** CMSE is overseen by a 13- to 15-member volunteer Board of Directors and is staffed by 18 supervisors, two bookkeepers and a Director, resulting in administrative costs of only 10%, which is far below the norm for most non-profit organizations.
- THEREFORE,** the Boone County Commission does hereby recognize Central Missouri Subcontracting Enterprises on its 50th anniversary and extends its sincerest appreciation for CMSE's continuous service to this community.

IN TESTIMONY WHEREOF, this 25^h day of April, 2019.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 25th day of April 2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of MoDOT Contract IFB605CO19000723 for Model Year 2019 Light Duty Vehicles with Joe Machens Ford Lincoln of Columbia, Missouri to purchase one (1) 2019 Ford Fusion S.

The terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 25th day of April 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: April 25, 2019
RE: Cooperative Contract IFB605CO19000723 (MoDOT)

Purchasing requests permission to use contract IFB605CO19000723 for Model Year 2019 Light Duty Vehicles established by the State of Missouri Department of Transportation with Joe Machens Ford Lincoln of Columbia, Missouri as a cooperative contract. The Sheriff's Office wishes to purchase one (1) 2019 Ford Fusion S as follows:

2019 Ford Fusion S Sedan (K8B)	\$17,079.00
• 100 A Package (100A)(62C)	Std
• S-Trim (P0G)	Std
• Front Wheel Drive	Std
• 2.5L 4-Cylinder Engine (997)	Std
• Automatic Transmission	Std
• Air Conditioning	Std
• Power Windows, Locks, & Mirrors	Std
• Rear Window Defroster	Std
• All Season Tires plus Spare	Std
• 4 wheels brakes ABS	Std
• Cruise control and Tilt	Std
• Daytime Running Lights	Std
• Carpet Flooring	Std
• Cloth Seats	Std
• Daytime Running Lamps	Std
• 2 sets of keys	Std
• Rear Camera	Std
• Bluetooth (SYNC)	Std

Include Fixed Price Options from Contract IFB605CO19000723

• Exterior Color: TBD	No Charge
• Interior Color: Medium Light Stone	No Charge
• Delivery Fee	No Charge

**FIRM, FIXED
GRAND TOTAL**

\$17,079.00

The contract runs through Model Year 2019 with two (2) renewal options available.

The standard manufacturer warranties will be provided.

The total purchase price is \$17,079.00, and it will be paid from Department 2901, Sheriff Operations – LE Sales Tax/Account 92400, Replacement Autos and Trucks.

This purchase replaces a 2013 Ford Utility Police Interceptor. Permission to dispose of the vehicle was granted on February 28, 2019 (Commission Order 88-2019):

- (1) Disposal: 2013 Ford Utility Police Interceptor, fixed asset tag 18465.

A copy of the signed Disposal Form is attached.

Note: Because of character limitations in the AS400 system, this contract will be numbered Boone County Contract Number ***IFB605CO1900723***.

/lp

c: Captain Gary German
Contract File

Veh. 18465 CAPITAL
2013 Ford Int. Sedan

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01-31-2019

Fixed Asset Tag Number: 18465

Description of Asset: 2013 Ford Interceptor Sedan, VIN 1FAHP2L89DG222485

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Color: black. Odometer: 76,524

Condition of Asset: Poor. Vehicle wrecked and totaled by insurance company.

Reason for Disposition: Deer strike. Vehicle totaled by insurance company.

Location of Asset and Desired Date for Removal to Storage: 01-31-2019

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1251 Sheriff

Signature

David Alexander
01-31-2019

To be Completed by: AUDITOR

Original Acquisition Date

5-17-13

G/L Account for Proceeds

2901-394640

Original Acquisition Amount

\$22,908.00

Original Funding Source

2787

Account Group

1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

___ Transfer

Department Name

Number

Location within Department

Individual

___ Trade

___ Auction

___ Sealed Bids

___ Other

Explain

Commission Order Number

88-2019

Date Approved

2-28-19

Signature

[Signature]

PURCHASE AGREEMENT
(1) New 2019 Ford Fusion S Sedan
for the Boone County Sheriff

THIS AGREEMENT dated the 25th day of April 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McLarty CMFO, LLC, d/b/a Joe Machens Ford Lincoln**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) new 2019 Ford Fusion S Sedan in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract IFB605CO19000723, Joe Machens' quote dated April 15 2019, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract **IFB605CO19000723** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response. **(NOTE: Because of AS400 character limitations, the Boone County Contract Number will be referred to as IFB605CO1900723.)**

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one Ford Fusion S Sedan as follows:

	<u>Unit Price</u>
2019 Ford Fusion S Sedan (P0G)	\$17,079.00
• 100 A Package (100A)(62C)	Std
• S-Trim (P0G)	Std
• Front Wheel Drive	Std
• 2.5L 4-Cylinder Engine (997)	Std
• Automatic Transmission	Std
• Air Conditioning	Std
• Power Windows, Locks, & Mirrors	Std
• Rear Window Defroster	Std
• All Season Tires plus Spare	Std
• 4 wheels brakes ABS	Std
• Cruise control and Tilt	Std
• Daytime Running Lights	Std
• Carpet Flooring	Std
• Cloth Seats	Std
• Daytime Running Lamps	Std
• 2 sets of keys	Std
• Rear Camera	Std
• Bluetooth (SYNC)	Std

Include Fixed Price Options from Contract IFB605CO19000723

- Exterior Color: TBD No Charge
- Interior Color: Medium Light Stone No Charge
- Delivery Fee No Charge

FIRM, FIXED

GRAND TOTAL

\$17,079.00

3. **Purchase Order** – The County will issue a Purchase Order for any order placed from this contract.

4. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 90-100 calendar days after receipt of order. Delivery shall be to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202.

5. **Warranty** – The standard manufacturer warranty shall be provided: 3 years or 36,000 miles bumper-to-bumper unlimited; 5 years or 60,000 miles on the powertrain; 5 years or 60,000 miles on safety restraint components; and 5 years or unlimited miles on corrosion perforation.

6. **Title** – Title in the name of: Boone County Sheriff. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

7. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Billings may only include the prices listed herein. No additional fees for paper work processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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.

8. **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.

9. **Termination** - This agreement may be terminated by the County upon thirty (30) calendar 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.

MCLARTY CMFO, LLC
JOE MACHENS FORD LINCOLN

by *[Signature]*
DC58707875654B7...
title Fleet Mgr

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:
[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
County Counselor

ATTEST:

DocuSigned by:
[Signature]
Brianna Lennon, 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.)

2901 – 92400 / \$17,079.00

DocuSigned by:
[Signature]
Signature

4/18/2019

Date

Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, 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 billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.

13. 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.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. 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.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

April 15, 2019

State Contract # 605CO19000723

Boone County

Subject: Joe Machens Proposal on a 2019 Ford Fusion S

To: Whom it May Concern;

As per the requested quote on a 2019 Ford Fusion S, Joe Machens Ford proposes the following. The Ford Fusion includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below

Item #87 Price – Dealer Code – Option, Included Equipment

\$17,079 – P0G – 2019 Ford Fusion S (100A)(62C)

S Trim (P0G)	4 wheels brakes – ABS
Front Wheel Drive	Cruise control and Tilt
2.5L 4 cylinder Engine (997)	Carpet Flooring
Automatic Transmission 6 speed	Cloth Seats
Air Conditioning	Daytime Running Lamps
Power Windows, Locks, & Mirrors	2 sets of keys
Rear Window Defroster	Rear Camera
All Season Tires plus spare	Bluetooth (SYNC)

Optional equipment from state contract (Price – Dealer Code – Option):

\$0 – XX – Exterior Color: (see below for no charge color choices)

\$0 – DE – Interior: Medium Light Stone

\$0 – DEL – Delivery / Fees

Total:

\$17,079 per

Color Choices: • Agate Black • Ingot Silver • Oxford White • Velocity Blue
• Blue • White Gold • Magnetic Grey

Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells
Fleet Manager
Joe Machens Ford
573-445-4411
ksells@machens.com



BASE ITEM L - New standard equipped 2019 or Newer Mid-Size 4-Door Sedans, Gas Engine

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Standard Chevrolet Malibu
Standard Ford Fusion

All units must contain the following options:

1. Standard, minimum 4 cylinder engine
2. Minimum 4 Speed Automatic Transmission
3. Air conditioning
4. LH & RH mirrors
5. Tires-(4) Manufacturers all-season tires plus manufacturers standard size spare tire and wheel
6. ABS Brakes 4 Wheel
7. Speed control and tilt wheel
8. Daytime running lights
9. Rear window defroster, electric
10. Vinyl/Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat
11. 2 sets of keys

NET DELIVERED PRICE.

Item Name	Item Code	Supplier Name	Intentional No Bid	Alternative	Manufacturer Name	Manufacturer Part Number	Item Unit	Cost Total	Additional Item Information	% of Discount off MSRP	Delivery Timeline	E-85 Compatible	Size/ horsepower
New standard equipped 2019 or Newer Mid-Size 4-Door Sedans, Gas Engine	LDL BB	Joe Machens Ford Lincoln	N	Fusion S-Option A	Ford	POG	each	\$17,079.00		5%	70-100 days, sub to delays & changes	No	
New standard equipped 2019 or Newer Mid-Size 4-Door Sedans, Gas Engine	LDL BB	Shawnee F LLC	N	Fusion S	Ford	POG	each	\$17,140.00		5%	90-120	No	
New standard equipped 2019 or Newer Mid-Size 4-Door Sedans, Gas Engine	LDL BB	Don Brown Chevrolet Inc.	N		CHEVROLET MALIBU	1ZC69	each	\$17,276.00		10%	APPROX 80 DAYS FROM RECEIPT OF ORDER	No	
New standard equipped 2019 or Newer Mid-Size 4-Door Sedans, Gas Engine	LDL BB	Roberts Chevrolet Buick	N	N/A	Chevrolet Malibu	1ZC69	each	\$17,424.00		10%	60-90	No	
New standard equipped 2019 or Newer Mid-Size 4-Door Sedans, Gas Engine	LDL BB	PUTNAM CHEVROLET INC	N		CHEVROLET	MALIBU	each	\$17,437.00		10%	65	No	
New standard equipped 2019 or Newer Mid-Size 4-Door Sedans, Gas Engine	LDL BB	Lou Fusz Ford	N	a	Ford	POG	each	\$17,468.00		2%	120	No	
New standard equipped 2019 or Newer Mid-Size 4-Door Sedans, Gas Engine	LDL BB	Lou Fusz Chevrolet	N	**	CHEVROLET MALIBU	CAR	each	\$17,504.00		4%	60-90 ARO	No	
New standard equipped 2019 or Newer Mid-Size 4-Door Sedans, Gas Engine	LDL BB	Karl Chevrolet Inc.	N	NONE	CHEVROLET	1ZC69	each	\$17,511.34	CarPlay, Bluetooth, Back Up Camera, Keyless Entry and Start all std options 3 year / 36,000 mile bumper to bumper 5 year / 100,000 mile Powertrain	1%	60	No	
New standard equipped 2019 or Newer Mid-Size 4-Door Sedans, Gas Engine	LDL BB	BLUE SPRINGS FORD SALES INC	N	Fusion S FWD	Ford	*	each	\$17,014.00	2.5L I4 engine	0%	90-120 days	No	
New standard equipped 2019 or Newer Mid-Size 4-Door Sedans, Gas Engine	LDL BB	Republic Ford	N	Fusion S	POG	*	each	\$17,684.00		5%	120 days	No	
New standard equipped 2019 or Newer Mid-Size 4-Door Sedans, Gas Engine	LDL BB	WK Chevrolet Inc	N		Chevrolet	Malibu	each	\$17,923.00		8%	90	No	
New standard equipped 2019 or Newer Mid-Size 4-Door Sedans, Gas Engine	LDL BB	Joe Machens Ford Lincoln	N	Fusion SE - Option B	Ford	POH	each	\$18,174.00		5%	70-100 days subject to delays and changes	No	
OPTION 1: Alternate V8 or larger engine in lieu of 4 cylinder	LDL OP1	Don Brown Chevrolet Inc.	Y				each	\$0.00	N/A				
OPTION 1: Alternate V8 or larger engine in lieu of 4 cylinder	LDL OP1	PUTNAM CHEVROLET INC	Y				each	\$0.00	N/A ONLY HAS 4 CYL ENGINE				
OPTION 1: Alternate V8 or larger engine in lieu of 4 cylinder	LDL OP1	Karl Chevrolet Inc.	N	NONE	N/A	N/A	each	\$0.00	N/A			N/A	N/A
OPTION 1: Alternate V8 or larger engine in lieu of 4 cylinder	LDL OP1	Republic Ford	Y				each	\$0.00					
OPTION 1: Alternate V8 or larger engine in lieu of 4 cylinder	LDL OP1	Lou Fusz Ford	Y				each	\$0.00					
OPTION 1: Alternate V8 or larger engine in lieu of 4 cylinder	LDL OP1	Lou Fusz Chevrolet	Y				each	\$0.00					
OPTION 1: Alternate V8 or larger engine in lieu of 4 cylinder	LDL OP1	Roberts Chevrolet Buick	Y				each	\$0.00					

BASE ITEM L - New standard equipped 2019 or Newer Mid-Size 4-Door Sedans, Gas Engine

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Standard Chevrolet Malibu
Standard Ford Fusion

All units must contain the following options:

1. Standard, minimum 4 cylinder engine
2. Minimum 4 Speed Automatic Transmission
3. Air conditioning
4. LH & RH mirrors
5. Tires:(4) Manufacturers all-season tires plus manufacturers standard size spare tire and wheel
6. ABS Brakes 4 Wheel
7. Speed control and tilt wheel
8. Daytime running lights
9. Rear window defroster, electric
10. Vinyl/Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat
11. 2 sets of keys

NET DELIVERED PRICE.

Item Name	Item Code	Supplier Name	Intentional No Bid	Alternative	Manufacturer Name	Manufacturer Part Number	Item Unit	Cost Total	Additional Item Information	% of Discount off MSRP	Delivery Timeline	E-85 Compatible	Size/ Horsepower
OPTION 1: Alternate V6 or larger engine in lieu of 4 cylinder	LDL OP1	BLUE SPRINGS FORD SALES INC	Y				each	\$0.00					
OPTION 1: Alternate V6 or larger engine in lieu of 4 cylinder	LDL OP1	WK Chevrolet Inc	Y				each	\$0.00					
OPTION 1: Alternate V6 or larger engine in lieu of 4 cylinder	LDL OP1	Joe Machens Ford Lincoln	N	Option B only	Ford	997	each	\$305.00					2.5L 4 cyl (non turbo)
OPTION 2: Additional set of Keys (ignition and door locks)	LDL OP2	Don Brown Chevrolet Inc.	N	3		1ZC69	each	\$110.00					
OPTION 2: Additional set of Keys (ignition and door locks)	LDL OP2	WK Chevrolet Inc	N	*	na	na	each	\$120.00					
OPTION 2: Additional set of Keys (ignition and door locks)	LDL OP2	Lou Fusz Chevrolet	N	*	CHEVROLET MALIBU	KEYS	each	\$179.00					
OPTION 2: Additional set of Keys (ignition and door locks)	LDL OP2	Karl Chevrolet Inc.	N	NONE	CHEVROLET	DI	each	\$212.32	ADDITIONAL 2 KEYS				
OPTION 2: Additional set of Keys (ignition and door locks)	LDL OP2	PUTNAM CHEVROLET INC	N	*	CHEVROLET	MALIBU	each	\$223.00	KEY AND FOB CUT AND PROGRAMMED				
OPTION 2: Additional set of Keys (ignition and door locks)	LDL OP2	Roberts Chevrolet Buick	N	N/A	Chevrolet	Dealer	each	\$239.00	Includes FOB, key & programming.				
OPTION 2: Additional set of Keys (ignition and door locks)	LDL OP2	Republic Ford	N	*	Ford	*	each	\$250.00					
OPTION 2: Additional set of Keys (ignition and door locks)	LDL OP2	BLUE SPRINGS FORD SALES INC	N	*	Ford	*	each	\$175.00					
OPTION 2: Additional set of Keys (ignition and door locks)	LDL OP2	Shawnee F LLC	N	Extra Key	Ford	DI	each	\$250.00					
OPTION 2: Additional set of Keys (ignition and door locks)	LDL OP2	Joe Machens Ford Lincoln	N	*	Ford-Options A B	PTS	each	\$350.00					
OPTION 2: Additional set of Keys (ignition and door locks)	LDL OP2	Lou Fusz Ford	N	k	Ford	k	each	\$395.00					

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

25th

day of

April

20 19

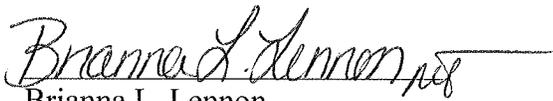
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the attached list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal Forms.

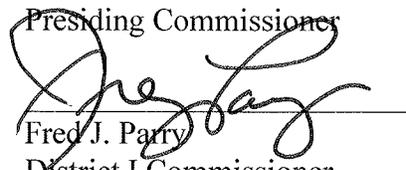
Done this 25th day of April 2019.

ATTEST:

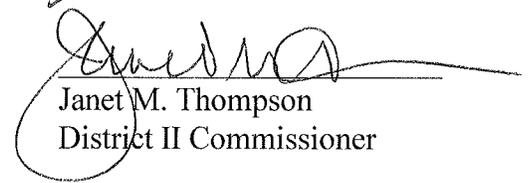

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing
David Eagle
Purchasing Assistant



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: April 10, 2019

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset	
1	12230	32" TELEVISION		SHERIFF	WORKING	
2	NO TAG	COMPUTER KEYBOARD TRAY		CIRCUIT COURT	POOR	
3	19138	22" PUSHMOWER	MURRAY	FACILITY MAINTENANCE	POOR	
4	17499	48" WALK BEHIND COMMERCIAL MOWER	SCAG	FACILITY MAINTENANCE	POOR	
5	NO TAG	POLE SAW	POULAN PRO	FACILITY MAINTENANCE	POOR	
6	NO TAG	TRIMMER	HOMELITE	FACILITY MAINTENANCE	POOR	
7	NO TAG	PUSHMOWER	HONDA	FACILITY MAINTENANCE	POOR	

8	NO TAG	PUSH MOWER	HONDA	FACILITY MAINTENANCE	POOR	
9	NO TAG	PRINTER/COMPUTER DESK		FACILITY MAINTENANCE	GOOD	
10	NO TAG	THREE DESK PANELS FOR SYSTEMS FURNITURE		FACILITY MAINTENANCE	FAIR	
11	8954	TELEVISION		CIRCUIT COURT	UNKNOWN	
12	NO TAG	WALL PARTITION		PUBLIC ADMINISTRATOR	GOOD	
13	NO TAG	CALCULATOR	VICTOR	PUBLIC ADMINISTRATOR	POOR	
14	NO TAG	TWO CALCULATORS	SHARP	PUBLIC ADMINISTRATOR	POOR	
15	NO TAG	SIX TELEPHONES	MERIDIAN - NORTEL	PUBLIC ADMINISTRATOR	POOR	
16	NO TAG	TWO TELEPHONES	MERIDIAN	PUBLIC ADMINISTRATOR	POOR	
17	10519	TELEPHONE		PUBLIC ADMINISTRATOR	POOR	
18	8253	TELEPHONE		PUBLIC ADMINISTRATOR	POOR	
19	8332	TELEPHONE		PUBLIC ADMINISTRATOR	POOR	

20	9092	MINI FRIDGE		VOTER REGISTRATION	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
21	NO TAG	SOLDERING STATION	PACE PPS-5	RADIO NETWORK OPS	POOR	
22	13400	TASK CHAIR		PUBLIC ADMINISTRATOR	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
23	NO TAGS	MISCELLANEOUS OFFICE SUPPLIES		PUBLIC ADMINISTRATOR		
24	NO TAGS	ONE BOX OF KEYBOARD TRAYS		PUBLIC ADMINISTRATOR		
25	NO TAGS	ONE BOX OF ARMS FOR TASK CHAIRS		PUBLIC ADMINISTRATOR	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
26	10218	OFFICE CHAIR		CIRCUIT COURT	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
27	13130	OFFICE CHAIR		CIRCUIT COURT	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
28	NO TAG	BLACK METAL DESK ATTACHMENT		CHILDREN'S SERVICES		
29	NO TAG	OFFICE SUPPLIES		CIRCUIT CLERK		
30	13211	TWO SECTIONS OF FILE CABINETS		CIRCUIT CLERK		
31	NO TAG	BLACK OFFICE CHAIR		CIRCUIT CLERK	POOR	

32	NO TAG	PORTABLE HANGING FILE FOLDER BOXES		CHILDREN'S SERVICES		
33	10187	OFFICE CHAIR	HON	JJC	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
34	8956	MEMO SCRIBER		CHILDREN'S SERVICES	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
35	8316	LARGE ROUND JURY DELIBERATION TABLE		CIRCUIT COURT		
36	1932	FIVE DRAWER FILING CABINET		CIRCUIT COURT		
37	NO TAG	OFFICE CUBICLE WALLS		CIRCUIT CLERK		
38	NO TAGS	PINK SALMON CHAIRS		CIRCUIT COURT		
39	NO TAG	CHAIR		CIRCUIT CLERK	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
40	10318	CHAIR		CIRCUIT CLERK	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
41	NO TAG	STANDING TABLE	GOOD	CIRCUIT CLERK		
42	NO TAG	METAL LEGAL FILE CABINET	GOOD	CIRCUIT CLERK		
43	8463	L-SHAPE DESK		PUBLIC ADMINISTRATOR		

44	8262	L-SHAPE DESK		PUBLIC ADMINISTRATOR		
45	14143	TWO DRAWER FILING CABINET		ELECTION AND REGISTRATION		
46	NO TAG	CHAIR		CIRCUIT CLERK	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
47	NO TAG	CHAIR		CIRCUIT CLERK	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
48	NO TAG	OUTDOOR WARNING SIREN		EMERGENCY MANAGEMENT	OBSOLETE	RECYCLE (PICKED UP BY VENDOR)
49	NO TAG	OUTDOOR WARNING SIREN		EMERGENCY MANAGEMENT	OBSOLETE	RECYCLE PICKED UP BY VENDOR
50.	NO TAG	WATER COOLER	ELKAY	JJC	RECYCLED WITH ELECTRONICS	
51	9635	FOUR DRAWER LATERAL FILE		AUDITOR	EXCELLENT	
52	NO TAG	BROWN LAMINATE TV STAND/CABINET		AUDITOR	GOOD	
53	7863	ROLLING TV CART		IT	GOOD	
54	14168	DESK CHAIR		RESOURCE MANAGEMENT	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
55	12690	DESK CHAIR		RESOURCE MANAGEMENT	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY

56	NO TAG	PAPER SHREDDER		JJC	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
57	NO TAG	WARMER	WINHOLT	JJC		
58	NO TAG	CONVECTION OVEN	SOUTHBEND	JJC	RECYCLED WITH ELECTRONICS	
59	NO TAG	CHAIN SAW	STIHL	JJC		
60	14928	TWO-SEATER COUCH		JJC	BROKEN	REMOVE FROM INVENTORY
61	11189	OFFICE CHAIR	HON	JJC	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
62	10749	OFFICE CHAIR	HON	JJC	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
63	NO TAG	OFFICE CHAIR	HON	JJC	RECYCLED WITH ELECTRONICS	REMOVE FROM INVENTORY
64	12056	MAIL CART		MAIL SERVICES		
65	NO TAG	BOOKSHELF		CHILDREN SERVICES	POOR	
66	NO TAGS	SIX FLIP STYLE CELL PHONES		DESIGN & CONSTRUCTION	POOR	
67	NO TAG	BLACK OFFICE CHAIR		CIRCUIT CLERK	RECYCLED WITH ELECTRONIC	

cc: Heather Acton. Auditor's office - Surplus File

S:\PU\Surplus\COMMISSION MEMO 04-10-19.doc

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 10-18-18

Fixed Asset Tag Number: 12230

Description of Asset: Television set 32"

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Model # CE32T11 Serial # 40508573

Condition of Asset: Working-no issues

Reason for Disposition: No longer needed

Location of Asset and Desired Date for Removal to Storage: BCSD Annex Loading dock

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1251 Sheriff

Signature _____

To be Completed by: AUDITOR *No Data*

Original Acquisition Date _____

G/L Account for Proceeds *1190-3836 Ha*

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number *178-2019*

Date Approved *4.25.19*

Signature *[Handwritten Signature]*

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 10/26/18

Fixed Asset Tag Number: No ID Tag number

Description of Asset: Computer keyboard tray

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): N/A

Condition of Asset: Poor

Reason for Disposition: No Longer using

Location of Asset and Desired Date for Removal to Storage: IT Department, 1st Floor Courthouse

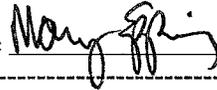
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Circuit Court 1210

Signature



To be Completed by: AUDITOR

Original Acquisition Date NO Data

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature 

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OCT 29 2018
BOONE COUNTY AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/8/18

Fixed Asset Tag Number: 19138

Description of Asset: Murray push mower 22" cut

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DEC 03 2018
BOONE COUNTY AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): 022514M028940

Condition of Asset: poor

Reason for Disposition: worn out

Location of Asset and Desired Date for Removal to Storage: North Facility

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Facility ⁶¹⁰⁰ Maintenance Signature: *Colly Ridge*

To be Completed by: AUDITOR

Original Acquisition Date: 6-5-14

G/L Account for Proceeds: 6100-3836 Her

Original Acquisition Amount: \$169.00

Original Funding Source: 2784

Account Group: 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Scaled Bids

____ Other Explain _____

Commission Order Number: 178-2019

Date Approved: 4-25-19

Signature: *Samuel H. Atwell*

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11-8-18

Fixed Asset Tag Number: 17499

Description of Asset: 48" walk behind commercial SCAG mower

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: POOR

Reason for Disposition: Worn out

Location of Asset and Desired Date for Removal to Storage: North Facility

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name:

6100
Facility maintenance

Signature

Carly Villy

To be Completed by: AUDITOR

Original Acquisition Date 7-9-10

G/L Account for Proceeds 6100-3836 HR

Original Acquisition Amount \$3,440.00

Original Funding Source 2784

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

___ Transfer Department Name _____ Number _____

Location within Department _____

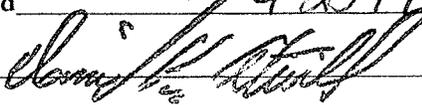
Individual _____

___ Trade ___ Auction ___ Sealed Bids

___ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature 

RECEIVED

DEC 03 2018

BOONE COUNTY AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/8/18

Fixed Asset Tag Number: No tag

Description of Asset: ~~1~~ Poulan Pro pole saw

RECEIVED

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

DEC 03 2018

Other Information (Serial number, etc.): No serial number

BOONE COUNTY AUDITOR

Condition of Asset: poor

Reason for Disposition: worn out

Location of Asset and Desired Date for Removal to Storage: North Facility

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Facility Maintenance 6100 Signature: Cass Ridd

To be Completed by: AUDITOR No Data

Original Acquisition Date _____ C/T. Account for Proceeds _____ *HR*

Original Acquisition Amount _____ Dave,

Original Funding Source _____ I was questioning the coding for proceeds,

Account Group _____ if these are sold I can

To be Completed by: COUNTY CLERK get coding @ that time Heather **ERK**

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature *[Signature]*

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/8/18

Fixed Asset Tag Number: No tag

Description of Asset: Homelite trimmer (Red)

RECEIVED

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BOONE COUNTY AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): No Serial Number

Condition of Asset: poor

Reason for Disposition: worn out

Location of Asset and Desired Date for Removal to Storage: North Facility

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Facility ⁶⁰⁰ Maintenance Signature: Cary Pinsky

To be Completed by: AUDITOR

Original Acquisition Date: No Data

G/L Account for Proceeds: HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature [Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/8/18

Fixed Asset Tag Number: No tag

Description of Asset: Honda push mower (Gray/Red)

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BOONE COUNTY AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): MZCG8805544

Condition of Asset: poor

Reason for Disposition: worn out

Location of Asset and Desired Date for Removal to Storage: North Facility

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Facility Maintenance 6100 Signature: Cary Purdy

To be Completed by: AUDITOR Original Acquisition Date: NO Data G/I Account for Proceeds: He

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature [Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/6/18

Fixed Asset Tag Number: No tag

Description of Asset: Gray/Red Honda Push mower

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Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

DEC 03 2018

Other Information (Serial number, etc.): MZCG8481285

BOONE COUNTY AUDITOR

Condition of Asset: poor

Reason for Disposition: Worn out

Location of Asset and Desired Date for Removal to Storage: North Facility

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 6100 Facility Maintenance

Signature: Cary Cidley

To be Completed by: AUDITOR
Original Acquisition Date: No Date

G/L Account for Proceeds: NA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature: [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 11/14/18

FIXED ASSET TAG NUMBER: none

DESCRIPTION: printer/computer desk

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION: brown wooden top with metal base

CONDITION OF ASSET: good

REASON FOR DISPOSITION: no longer need

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: as soon as convenient

DEPARTMENT: 6100 - Facilities

SIGNATURE

Jody Moore

RECEIVED

NOV 15 2018

BOONE COUNTY AUDITOR

AUDITOR

ORIGINAL PURCHASE DATE No Date
ORIGINAL COST _____
ORIGINAL FUNDING SOURCE _____

Receipt Into 1190-3836 HA
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____
LOCATION WITHIN DEPARTMENT _____
INDIVIDUAL _____
____ TRADE ____ AUCTION ____ SEALED BIDS
____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 178-2019

DATE APPROVED 4.25.19

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 11/14/18

FIXED ASSET TAG NUMBER: none

RECEIVED

NOV 15 2018

BOONE COUNTY AUDITOR

DESCRIPTION: 3 desk panels (modesty panels) for systems furniture- light blue with tan trim

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: fair

REASON FOR DISPOSITION: no longer need

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: as soon as convenient

DEPARTMENT: 6100 - Facilities

SIGNATURE

Judy Moore

AUDITOR

ORIGINAL PURCHASE DATE No Data

ORIGINAL COST _____

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

Receipt Info 1190-3836 NA

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 178-2019

DATE APPROVED 4.25.19

SIGNATURE *[Signature]*

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4-1-19

Fixed Asset Tag Number: 8954

Description of Asset: TELEVISION

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: UNKNOWN

Reason for Disposition: NOT USING

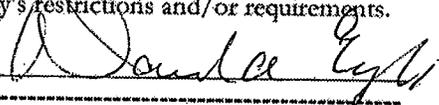
Location of Asset and Desired Date for Removal to Storage:

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1210

Signature: 

To be Completed by: AUDITOR

Original Acquisition Date _____

G/L Account for Proceeds _____

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

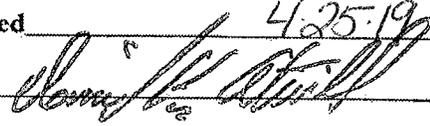
Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature: 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/18/2018

Fixed Asset Tag Number: N/A

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DEC 18 2018

Description of Asset: wall partition

BOONE COUNTY AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: X move from office

Other Information (Serial number, etc.): N/A

Condition of Asset: good

Reason for Disposition: do not need

Location of Asset and Desired Date for Removal to Storage: Public Administrator office, Court House 1st floor
Removal as soon as possible

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1200 & Public Administrator

Signature

Louja Boone

To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Signature *[Signature]*

Date Approved _____

Date 4.25.19

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/18/2018

Fixed Asset Tag Number: n/a

Description of Asset: Victor Calculator

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: poor

Reason for Disposition: doesn't work

Location of Asset and Desired Date for Removal to Storage: Public Administrator's Office, as soon as possible

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1200 Public Administrator

Signature *Souja Boone*

To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature *Dennis H. Stull*

RECEIVED

DEC 20 2018

BOONE COUNTY AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/18/2018

Fixed Asset Tag Number: n/a

Description of Asset: (2) sharp calculators

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

RECEIVED

Other Information (Serial number, etc.):

DEC 20 2018

Condition of Asset: poor

BOONE COUNTY AUDITOR

Reason for Disposition: doesn't work

Location of Asset and Desired Date for Removal to Storage: Public Administrator's Office, as soon as possible

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1200 Public Administrator

Signature *Angie Boone*

To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 1190-3836 AC

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature *[Signature]*

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/18/2018

Fixed Asset Tag Number: N/A

Description of Asset: (6) Meriden/Nortel 5316 Caller ID TELEPHONE'S

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

RECEIVED

Other Information (Serial number, etc.):

DEC 20 2018

Condition of Asset: poor

BOONE COUNTY AUDITOR

Reason for Disposition: doesn't work

Location of Asset and Desired Date for Removal to Storage: Public Administrator's Office, as soon as possible

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1200 Public Administrator

Signature: Janja Boone

To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature: Donna K. Atwell

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/18/2018

Fixed Asset Tag Number: N/A

Description of Asset: (2) Meriden/no caller ID TELEPHONES

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: poor

Reason for Disposition: doesn't work

Location of Asset and Desired Date for Removal to Storage: Public Administrator's Office, as soon as possible

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1200 Public Administrator

Signature Louisa Boone

To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 1190-3836 Ha

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature [Signature]

RECEIVED

DEC 20 2018

BOONE COUNTY AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/18/2018

Fixed Asset Tag Number: 10519

Description of Asset: Telephone

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: poor

Reason for Disposition: doesn't work

Location of Asset and Desired Date for Removal to Storage: Public Administrator's Office, as soon as possible

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1200 Public Administrator

Signature

Lonja Boone

To be Completed by: AUDITOR

Original Acquisition Date 3-26-1996 G/L Account for Proceeds 1190-3836 HQ

Original Acquisition Amount \$173.55

Original Funding Source 2731

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature *[Signature]*

RECEIVED

DEC 20 2018

BOONE COUNTY AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/18/2018

Fixed Asset Tag Number: 08253

RECEIVED

DEC 20 2018

Description of Asset: Telephone

BOONE COUNTY AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: poor

Reason for Disposition: doesn't work

Location of Asset and Desired Date for Removal to Storage: Public Administrator's Office, as soon as possible

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1200 Public Administrator

Signature

Sonja Boone

To be Completed by: AUDITOR

Original Acquisition Date 8-31-1993

G/L Account for Proceeds 1190-3836

Original Acquisition Amount \$405.11

Original Funding Source 2782

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Signature *[Signature]*
Date Approved _____

Date 4-25-19

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/18/2018

Fixed Asset Tag Number: 08332

RECEIVED

DEC 20 2018

Description of Asset: Telephone

BOONE COUNTY AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: poor

Reason for Disposition: doesn't work

Location of Asset and Desired Date for Removal to Storage: Public Administrator's Office, as soon as possible

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1200 Public Administrator

Signature

Donja Boone

To be Completed by: AUDITOR

Original Acquisition Date 8-31-1993

G/L Account for Proceeds 1190-3836 PA

Original Acquisition Amount \$629.79

Original Funding Source 2782

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Signature *Donna Boone*
Date Approved _____

Date 4.25.19

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 12/26/18

Fixed Asset Tag Number: 09092

DEC 26 2018

Description of Asset: Mini Fridge

BOONE COUNTY
AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Not working

Reason for Disposition: Replace

Location of Asset and Desired Date for Removal to Storage: County Clerk 12/26/18

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1132 Voter Registration

Signature: [Signature]

To be Completed by: AUDITOR

Original Acquisition Date: 3-23-95

G/L Account for Proceeds: 1190-3836 He

Original Acquisition Amount: \$284.00

Original Funding Source: 2782

Account Group: 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number: 178-2019

Date Approved: 4-25-19

Signature: [Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 12/27/2018

Fixed Asset Tag Number: na

DEC 27 2018

Description of Asset: Pace PPS-5 Soldering Station

BOONE COUNTY AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): _SN 8855

Condition of Asset: USED

Reason for Disposition: old, replacement has been purchased

Location of Asset and Desired Date for Removal to Storage: ECC basement shop/work area

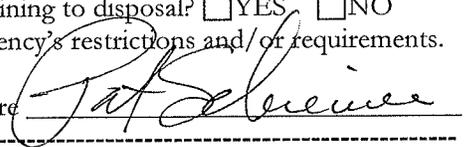
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2704 Radio Network Ops

Signature



To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 2700-3536 NA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

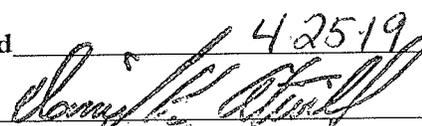
Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01/04/19

Fixed Asset Tag Number: 13400

RECEIVED

Description of Asset: Task Chair - Piretti

JAN 04 2019

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: **AUDITOR**

Other Information (Serial number, etc.): Piretti Model 2000

Condition of Asset: Broken

Reason for Disposition: Won't raise & lower

Location of Asset and Desired Date for Removal to Storage: Hallway where soda machines used to be

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1261 - PA Administration

Signature *Bonnie Adams*

To be Completed by: AUDITOR

Original Acquisition Date 5-7-02

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount \$394.16

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature *[Signature]*

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 01/04/19

Fixed Asset Tag Number: No Tags

RECEIVED

Description of Asset: Miscellaneous Office Supplies - 6 Boxes

JAN 04 2019

BOONE COUNTY
AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Good

Reason for Disposition: No longer need

Location of Asset and Desired Date for Removal to Storage: West Hallway

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1261 - PA Administration

Signature

Bonnie Atkins

To be Completed by: AUDITOR No Data

Original Acquisition Date _____

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature *Samuel H. Atwill*

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01/04/19

Fixed Asset Tag Number: No Tags

Description of Asset: 1 box of miscellaneous keyboard trays

RECEIVED

JAN 04 2019

**BOONE COUNTY
AUDITOR**

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Good

Reason for Disposition: No longer need

Location of Asset and Desired Date for Removal to Storage: West Hallway

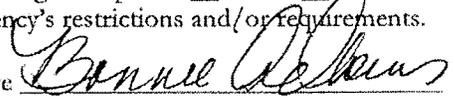
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1261 - PA Administration

Signature



To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01/04/19

Fixed Asset Tag Number: No Tags

Description of Asset: 1 box of arms for task chairs.

RECEIVED

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

JAN 04 2019

Other Information (Serial number, etc.):

**BOONE COUNTY
AUDITOR**

Condition of Asset: Good

Reason for Disposition: No longer need

Location of Asset and Desired Date for Removal to Storage: West Hallway

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1261 - PA Administration

Signature

Bonnie Adams

To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature *Samuel H. Stull*

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/27/18

Fixed Asset Tag Number: 10218

Description of Asset: Turquoise fabric office chair without arms

RECEIVED

JAN 09 2019

BOONE COUNTY
AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Poor, doesn't roll well

Reason for Disposition: No longer using

Location of Asset and Desired Date for Removal to Storage: Adult Court Services, 1st Floor, Courthouse

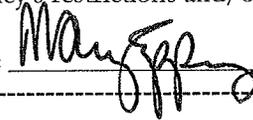
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Circuit Court 1210

Signature



To be Completed by: AUDITOR

Original Acquisition Date 6-30-95

G/L Account for Proceeds 1190-3836 ~~110~~

Original Acquisition Amount \$194.00

Original Funding Source 2782

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

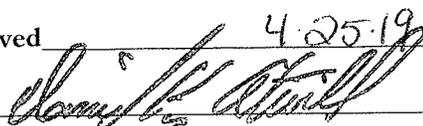
Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/27/18

Fixed Asset Tag Number: 13130

RECEIVED

JAN 09 2019

BOONE COUNTY
AUDITOR

Description of Asset: Gray/Brown Digital Camouflage fabric office chair with arms

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Poor, torn fabric

Reason for Disposition: No longer using

Location of Asset and Desired Date for Removal to Storage: Adult Court Services, 1st Floor, Courthouse

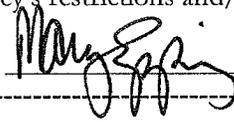
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Circuit Court 1210

Signature



To be Completed by: AUDITOR

Original Acquisition Date 11-1-01

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount \$209.00

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

JAN 25 2019

BOONE COUNTY
TENN

Date: 01/25/2019

Fixed Asset Tag Number: NO TAG

Description of Asset: Black Metal Desk Attachment?

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Broken

Reason for Disposition: Office to be used for new employee workstation

Location of Asset and Desired Date for Removal to Storage: Room: A111 in Community Services Dept.

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2160/Children's Services

Signature

Kelly Walker

To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 1190-3836 HQ

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature *[Signature]*

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 3/25/19

Fixed Asset Tag Number: NA

RECEIVED

Description of Asset: Black Office Chair

MAR 25 2019

**BOONE COUNTY
AUDITOR**

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Poor

Reason for Disposition: Worn out/Broke

Location of Asset and Desired Date for Removal to Storage: 2nd Floor/Debbie Lee's area

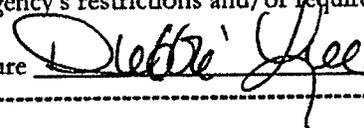
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221 Circuit Clerk's Office

Signature



To be Completed by: AUDITOR

Original Acquisition Date NO Data

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01/25/2019

Fixed Asset Tag Number: NO TAG

RECEIVED

Description of Asset: Portable Hanging File Folder Boxes

JAN 25 2019

BOONE COUNTY
AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: OLd/Broken

Reason for Disposition: Office to be used for new employee workstation

Location of Asset and Desired Date for Removal to Storage: Room: A111 in Community Services Dept.

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2160/Children's Services

Signature

KWull

To be Completed by: AUDITOR *No Data*

Original Acquisition Date _____

G/L Account for Proceeds *1190-3836*

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number *178-2019*

Date Approved *4-25-19*

Signature *[Signature]*

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

RECEIVED
MAR 21 2019
BOONE COUNTY
AUDITOR

Date: 3/20/2019

Fixed Asset Tag Number: 10187

Description of Asset: Hon Office Chair

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): N/A

Condition of Asset: Poor

Reason for Disposition: Dirty - Torn - Hydraulics Does Not Work

Location of Asset and Desired Date for Removal to Storage: JJC ASAP

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 - JJC

Signature



To be Completed by: AUDITOR *Already Retired*

Original Acquisition Date _____ *in system*

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

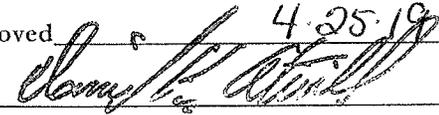
Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature 

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

RECEIVED
FEB 08 2019
BOONE COUNTY AUDITOR

Date: 2/6/19

Fixed Asset Tag Number: 08956

Description of Asset:

Sanyo Memo-Scriber TRC5040 w/ peddle

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: whatever is appropriate - not sure if it is obsolete. (was purchased in 1995)

Other Information (Serial number, etc.):
Serial # 43509709

Condition of Asset:
Physically looks fine - not sure how well it actually functions.

Reason for Disposition:
We do not need it - has been in a cabinet for years!

Location of Asset and Desired Date for Removal to Storage:
Commission office - AS soon as convenient

Was asset purchased with grant funding? YES NO
If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO
If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1121/County Commission Signature: [Signature]

To be Completed by: AUDITOR
Original Acquisition Date 2-16-1995 G/L Account for Proceeds 1190-3836 HQ
Original Acquisition Amount \$237.00
Original Funding Source 2731
Account Group 1601

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____
Location within Department _____
Individual _____
 Trade Auction Sealed Bids
 Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature [Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 1/22/2019

Fixed Asset Tag Number: 8316

Description of Asset: Large Round Jury Deliberation Table

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: OK

Reason for Disposition: No longer used

Location of Asset and Desired Date for Removal to Storage: 2East Jury Deliberation Room, **ASAP**

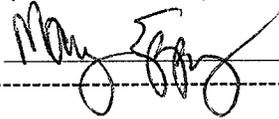
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1210

Signature



To be Completed by: AUDITOR

Original Acquisition Date 1-28-92

G/L Account for Proceeds 1190-383640

Original Acquisition Amount \$2,097.00

Original Funding Source 2782

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

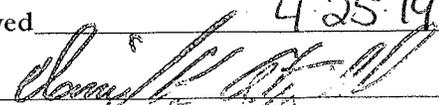
Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature 

RECEIVED

JAN 23 2019

**BOONE COUNTY
AUDITOR**

1/22/19 Mailed to Auditor

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 1/22/2019

Fixed Asset Tag Number: 1932

Description of Asset: 5 drawer brown filing cabinet

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain

RECEIVED

Other Information (Serial number, etc.):

JAN 23 2019

Condition of Asset: Good

**BOONE COUNTY
AUDITOR**

Reason for Disposition: No longer used

Location of Asset and Desired Date for Removal to Storage: Ceremonial Courtroom Chambers, ^{Not urgent} ~~within a week~~

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Unknown 1210 - Circuit Court Signature Mary Epps

To be Completed by: AUDITOR

Original Acquisition Date 11-15-83 G/L Account for Proceeds 1190-3836 No

Original Acquisition Amount \$200.00

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature [Signature]

1/22/19 - Mailed to Auditors

BOONE COUNTY
Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 03/28/19

Fixed Asset Tag Number: NA

MAR 28 2019

Description of Asset: Office Cubicle Partition Walls

**BOONE COUNTY
AUDITOR**

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: good

Reason for Disposition: no longer needed

Location of Asset and Desired Date for Removal to Storage: In room behind 2 South Courtroom ASAP

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221 Boone County Circuit Clerk's

Signature _____

To be Completed by: AUDITOR No Data

Original Acquisition Date _____

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade ____ Auction ____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature _____

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01/29/19

Fixed Asset Tag Number: NA

Description of Asset: Pink Salmon Chairs used for old jury rooms-jury chairs 2, 13, 15, 21

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: **RECEIVED**

Other Information (Serial number, etc.):

JAN 29 2019

Condition of Asset: good

**BOONE COUNTY
AUDITOR**

Reason for Disposition: No longer needed

Location of Asset and Desired Date for Removal to Storage:

1st Floor - Family Division

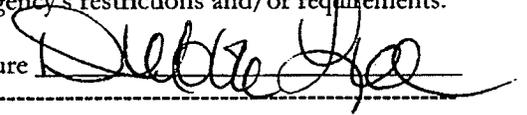
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221 Circuit Clerk's Office

Signature



To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

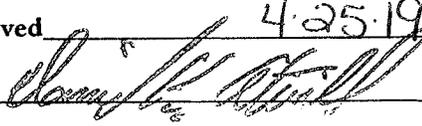
Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAR 28 2019

BOONE COUNTY
AUDITOR

Date: 03/28/19

Fixed Asset Tag Number: NA

Description of Asset: Standing table

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: good

Reason for Disposition: no longer needed

Location of Asset and Desired Date for Removal to Storage: Table is located in the Family Court "Interviewing Room on the 1st Floor. Contact 886-4004 (Beth Clark) for help-ASAP

OR contact Debbie - 4033

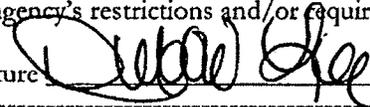
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221 Boone County Circuit Clerk's

Signature



To be Completed by: AUDITOR *No Data*

Original Acquisition Date _____

G/L Account for Proceeds 1190-3836 *NA*

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAR 28 2019

BOONE COUNTY
AUDITOR

Date: 03/28/19

Fixed Asset Tag Number: NA

Description of Asset: 1 Metal Legal File Cabinet

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: good

Reason for Disposition: no longer needed

Location of Asset and Desired Date for Removal to Storage: In room behind 2 South Courtroom-ASAP

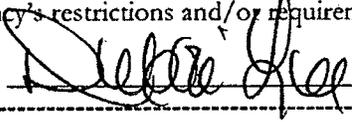
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221 Boone County Circuit Clerk's

Signature



To be Completed by: **AUDITOR**

Original Acquisition Date No Date

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: **COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 02/20/2019

Fixed Asset Tag Number: 08463

RECEIVED

FEB 20 2019

**BOONE COUNTY
AUDITOR**

Description of Asset: L-Shape Desk

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): n/a

Condition of Asset:

Reason for Disposition: new desk

Location of Asset and Desired Date for Removal to Storage:

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1200 Boone County Public Admin

Signature *Jouja Boone*

To be Completed by: AUDITOR

Original Acquisition Date 1-13-92

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \$567.92

Original Funding Source 2782

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature *Clayton K. Atwell*

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 02/20/2019

Fixed Asset Tag Number: 08262

FEB 20 2019

**BOONE COUNTY
AUDITOR**

Description of Asset: L-Shape Desk

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): n/a

Condition of Asset:

Reason for Disposition: new desk

Location of Asset and Desired Date for Removal to Storage:

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1200 Boone County Public Admin

Signature *Janice Boone*

To be Completed by: AUDITOR

Original Acquisition Date Already Retired in System G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Signature *[Signature]*
Date Approved _____

Date 4.25.19

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 03/05/2019

Fixed Asset Tag Number: 14143

Description of Asset: 2 drawer filing cabinet

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: surplus

Other Information (Serial number, etc.):

Condition of Asset: fine

Reason for Disposition: need larger file

Location of Asset and Desired Date for Removal to Storage: Voter Registration

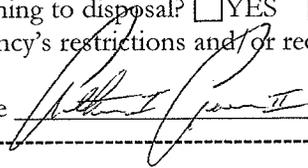
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1132 E&R

Signature



To be Completed by: AUDITOR

Original Acquisition Date 6-17-03 G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \$283.81

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

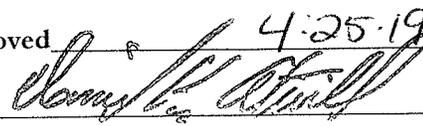
Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature 

RECEIVED

MAR 05 2019

BOONE COUNTY
AUDITOR

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 2/28/19

Fixed Asset Tag Number: NA

Description of Asset: Black Office Chair

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Poor

Reason for Disposition: Broke

Location of Asset and Desired Date for Removal to Storage: Room behind 2 South Courtroom

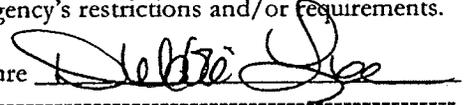
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221 Circuit Clerk's Office

Signature



To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 1190-38364A

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

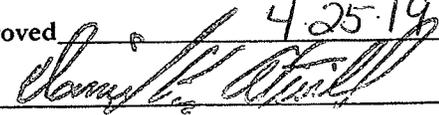
Individual _____

____ Trade ____ Auction ____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature 

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FEB 28 2019
BOONE COUNTY
AUDITOR

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 2/28/19

Fixed Asset Tag Number: NA

Description of Asset: Mauve Office Chair

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Poor

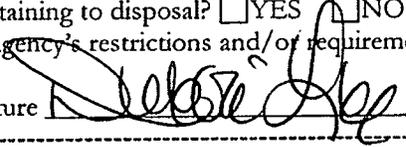
Reason for Disposition: Broke

Location of Asset and Desired Date for Removal to Storage: Room behind 2 South Courtroom

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO
If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221 Circuit Clerk's Office

Signature 

To be Completed by: AUDITOR No Date
Original Acquisition Date _____

G/L Account for Proceeds 1190-3836 *HA*

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

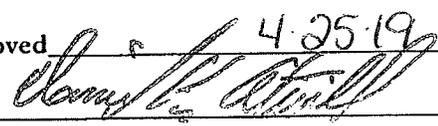
Individual _____

____ Trade ____ Auction ____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature 

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FEB 28 2019
BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 3/11/19

Fixed Asset Tag Number: NO TAG-OBSOLETE

Description of Asset: OUTDR WARNING SIREN

RECEIVED

MAR 12 2019

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

BOONE COUNTY
AUDITOR

Other Information (Serial number, etc.):

Condition of Asset: OBSOLETE

Reason for Disposition: REPLACING WITH NEW SIREN P.O. 2018-000193

Location of Asset and Desired Date for Removal to Storage: 128-28A-3205 Oak Lawn. Columbia, MO

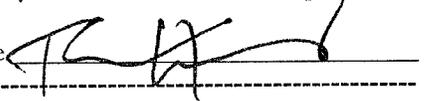
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2702 Emergency Management

Signature



To be Completed by: AUDITOR No Data

Original Acquisition Date _____

G/L Account for Proceeds 2700-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature 

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 3/11/19

Fixed Asset Tag Number: NO TAG-OBSOLETE

RECEIVED

Description of Asset: OUTDR WARNING SIREN

MAR 12 2019

**BOONE COUNTY
AUDITOR**

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: OBSOLETE

Reason for Disposition: REPLACING WITH NEW SIREN *P.O. 2018-000193*

Location of Asset and Desired Date for Removal to Storage: 108-08A-1101 Parkridge Dr. Columbia, MO

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2702 Emergency Management

Signature *[Handwritten Signature]*

To be Completed by: AUDITOR *No Data*

Original Acquisition Date _____

G/L Account for Proceeds *2700-3836 HA*

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number *178-2019*

Date Approved *4.25.19*

Signature *[Handwritten Signature]*

BOONE COUNTY
Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

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MAR 18 2019

**BOONE COUNTY
AUDITOR**

Date: 3/15/2019

Fixed Asset Tag Number: N/A

Description of Asset: Water Cooler Purchased 5/3/2012

Eikoff

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Model EHFSA8-1H, Serial Number 120325936

Condition of Asset: POOR

Reason for Disposition: Bad Compressor

Location of Asset and Desired Date for Removal to Storage: JJC

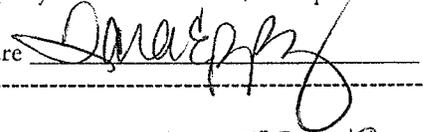
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 JJC

Signature



To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

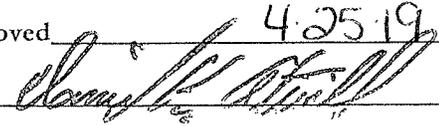
Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 3/22/19

Fixed Asset Tag Number: 9635

Description of Asset:

Grey 4 Drawer Lateral File

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Excellent

Reason for Disposition: No longer needed - Need to make room for additional FTE

Location of Asset and Desired Date for Removal to Storage: Auditor's office - ASAP

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1110 Auditor

Signature: [Signature]

To be Completed by: AUDITOR

Original Acquisition Date: 7/5/1995

G/L Account for Proceeds: 1190-3836

Original Acquisition Amount: 391.35

Original Funding Source: 4010 - Capital Project Fund (Gov Center)

Sale of Non-capital Fixed Assets

Account Group: 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain: _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature: [Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 3/22/19

Fixed Asset Tag Number: None

Description of Asset: Brown Laminate TV stand/cabinet

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Good

Reason for Disposition: No longer needed

Location of Asset and Desired Date for Removal to Storage: Auditor's office ASAP

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1110 Auditor Signature: [Signature]

To be Completed by: AUDITOR

Original Acquisition Date: unknown G/L Account for Proceeds: 1190-3836

Original Acquisition Amount: _____

Original Funding Source: _____

Account Group: _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature [Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 3-19-19

Fixed Asset Tag Number: N/A

7863

Description of Asset: Rolling Cart

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

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Other Information (Serial number, etc.):

MAR 19 2019

Condition of Asset:

**BOONE COUNTY
AUDITOR**

Reason for Disposition:

Location of Asset and Desired Date for Removal to Storage: ASAP In 6L Room 123.

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1170 Information Technology

Signature Judy

To be Completed by: AUDITOR

Original Acquisition Date 6-23-93

G/L Account for Proceeds 1170-3836 42

Original Acquisition Amount \$224.00

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature [Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

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MAR 15 2019

BOONE COUNTY AUDITOR

Date: 3/13/2019

Fixed Asset Tag Number: 14168

Description of Asset: Desk Chair

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: I don't believe can sell

Other Information (Serial number, etc.):

Condition of Asset: Worn out

Reason for Disposition: Worn out

Location of Asset and Desired Date for Removal to Storage: Resource Management store room, Gov't Cnt rm 315/ASAP

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2045-RM-Design & Construction

Signature



To be Completed by: AUDITOR

Original Acquisition Date 7-22-03

G/L Account for Proceeds 2045-3836 HQ

Original Acquisition Amount \$382.20

Original Funding Source 2741

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

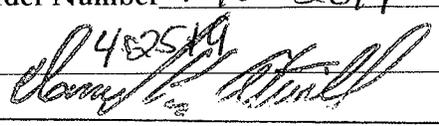
Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4/25/19

Signature 

S:\all\AUDITOR\Accounting Forms\Fixed Asset Disposal.docx

Revised: September 2016

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAR 15 2019

BOONE COUNTY AUDITOR

Date: 3/13/2019

Fixed Asset Tag Number: 12690

Description of Asset: Desk Chair

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: I don't believe can sell

Other Information (Serial number, etc.):

Condition of Asset: Worn out

Reason for Disposition: Worn out

Location of Asset and Desired Date for Removal to Storage: Resource Management store room, Gov't Cnt rm 315/ASAP

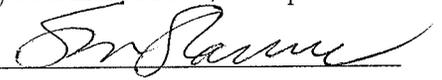
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1340-NID Administration

Signature



To be Completed by: AUDITOR

Original Acquisition Date 8-3-00

G/L Account for Proceeds 1190-3836 HR

Original Acquisition Amount \$252.00

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

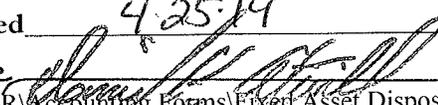
Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature 

S:\all\AUDITOR\Accounting Forms\Fixed Asset Disposal.docx

Revised: September 2016

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 3/20/2019

Fixed Asset Tag Number: N/A

Description of Asset: Fellowes Paper Shredder

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MAR 21 2019
BOONE COUNTY
AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): PS80C-2

Condition of Asset: Poor

Reason for Disposition: Does not work

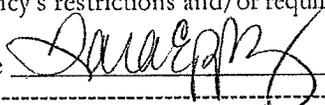
Location of Asset and Desired Date for Removal to Storage: JSC ASAP

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 JJC

Signature 

To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 1190-3836

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAR 21 2019

BOONE COUNTY
AUDITOR

Date: 3/20/2019

Fixed Asset Tag Number: N/A

Description of Asset: Winholt Warmer

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): NHPL-1825-UN Serial # 643321

Condition of Asset: Poor

Reason for Disposition: Does not work wiring issues

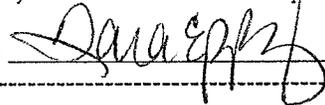
Location of Asset and Desired Date for Removal to Storage: JJC ASAP

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 JJC

Signature 

To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature 

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 3-20-2019

Fixed Asset Tag Number: N/A

RECEIVED

Description of Asset: Southbend Convection Oven

MAR 21 2019

**BOONE COUNTY
AUDITOR**

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Model SLES/10CCH Serial # 04B63551-2

Condition of Asset: Good

Reason for Disposition: Will heat but timmer does not work

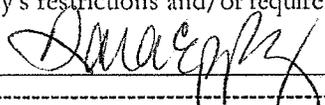
Location of Asset and Desired Date for Removal to Storage: JJC ASAP

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 - JJC

Signature 

To be Completed by: AUDITOR No Data

Original Acquisition Date _____

G/L Account for Proceeds 1190-3836 ~~HA~~

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature 

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

RECEIVED
MAR 21 2019
BOONE COUNTY
AUDITOR

Date: 3/20/2019 Fixed Asset Tag Number: N/A

Description of Asset: Stihl Chain Saw

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): 021 15 years old

Condition of Asset: poor

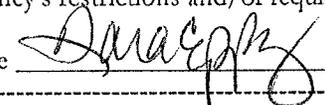
Reason for Disposition: Won't start

Location of Asset and Desired Date for Removal to Storage: JSC ASAP

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO
If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 - JJC

Signature 

To be Completed by: AUDITOR

Original Acquisition Date No Data G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 3/20/2019

Fixed Asset Tag Number: 14928

MAR 21 2019

Description of Asset: 2 seater couch

BOONE COUNTY
AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): N/A

Condition of Asset: Poor

Reason for Disposition: Broken

Location of Asset and Desired Date for Removal to Storage:

JJC ASAP

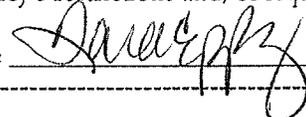
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 - JJC

Signature



To be Completed by: AUDITOR

Original Acquisition Date 12-31-86

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount \$901.70

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 3/20/2019

Fixed Asset Tag Number: 11189

Description of Asset: Hon Office Chair

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): N/A

RECEIVED

MAR 21 2019

BOONE COUNTY
AUDITOR

Condition of Asset: POOR

Reason for Disposition: Dirty - Torn - Hydraulics Does Not Work

Location of Asset and Desired Date for Removal to Storage: JJC ASAP

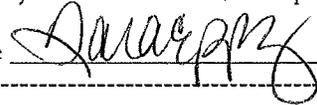
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 - JJC

Signature



To be Completed by: AUDITOR

Original Acquisition Date 10-16-97 G/L Account for Proceeds 1190-3836

Original Acquisition Amount \$290.40

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 3/20/2019

Fixed Asset Tag Number: 10749

Description of Asset: Hon Office Chair

RECEIVED

MAR 21 2019

BOONE COUNTY
AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): N/A

Condition of Asset: POOR

Reason for Disposition: Dirty - Torn - Hydraulics Does Not Work

Location of Asset and Desired Date for Removal to Storage: JJC ASAP

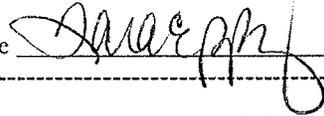
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 - JJC

Signature



To be Completed by: AUDITOR

Original Acquisition Date 6-25-96

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount \$34.00

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

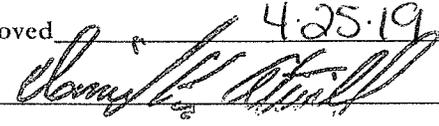
Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 3/20/2019

Fixed Asset Tag Number: N/A

RECEIVED

Description of Asset: Hon Office Chair - 2

MAR 21 2019

**BOONE COUNTY
AUDITOR**

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): N/A

Condition of Asset: POOR

Reason for Disposition: Dirty - Torn - Hydraulics Does Not Work

Location of Asset and Desired Date for Removal to Storage: JJC ASAP

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1242 - JJC

Signature



To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature [Handwritten Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

OCT 19 2018

BOONE COUNTY AUDITOR

Date: 10/19/2018

Fixed Asset Tag Number: 12056

Description of Asset: Mail Cart

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Worn/Broken

Reason for Disposition: Replacement

Location of Asset and Desired Date for Removal to Storage: Government Center- Room 123- ASAP

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1194- Mail Services

Signature

Jennifer Riggins

To be Completed by: AUDITOR

Original Acquisition Date 10-19-99

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \$592.14

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature _____

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01/25/2019

Fixed Asset Tag Number: NO TAG

RECEIVED

Description of Asset: Book Shelf

JAN 25 2019

BOONE COUNTY
AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Broken

Reason for Disposition: Office to be used for new employee workstation

Location of Asset and Desired Date for Removal to Storage: Room: A111 in Community Services Dept.

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2160/Children's Services

Signature K Waller

To be Completed by: AUDITOR

Original Acquisition Date No Date

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature [Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 3/22/2019

Fixed Asset Tag Number: N/A

MAR 22 2019

MAR 22 2019

Description of Asset: 6 flip style cell phones

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: Standard Co Policy

Other Information (Serial number, etc.):

Condition of Asset: well used

Reason for Disposition: Upgraded to smart phones

Location of Asset and Desired Date for Removal to Storage: Kelle's cube in Resource Mgmt, gov't cntr rm 315

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2045 RM-Design & Construction

Signature Sam [Signature]

To be Completed by: AUDITOR

Original Acquisition Date No Data

G/L Account for Proceeds 2045-3836

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4.25.19

Signature [Signature]

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 3/25/19

Fixed Asset Tag Number: NA

RECEIVED

Description of Asset: Black Office Chair

MAR 25 2019

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

**BOONE COUNTY
AUDITOR**

Other Information (Serial number, etc.):

Condition of Asset: Poor

Reason for Disposition: Worn out/Broke

Location of Asset and Desired Date for Removal to Storage: 2nd Floor/Debbie Lee's area

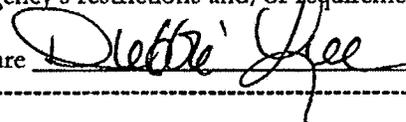
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221 Circuit Clerk's Office

Signature



To be Completed by: AUDITOR

Original Acquisition Date NO Data

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 178-2019

Date Approved 4-25-19

Signature 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 25th day of April 20 19

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

Now on this day, the County Commission of the County of Boone does hereby award bid 15-21MAR19-2019 Mill & Overlay – Term & Supply to the following:

Christensen Construction Company – Primary Vendor
Capital Paving & Construction, LLC – Secondary Vendor

Terms of the award are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements.

Done this 25th day of April 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: April 8, 2019
RE: 15-21MAR19- 2019 Mill & Overlay – Term & Supply

15-21MAR19- 2019 Mill & Overlay – Term & Supply opened on March 21, 2019. Three (3) bids were received. Resource Management recommends award by low bid to Christensen Construction Company as primary vendor and Capital Paving & Construction, LLC as secondary.

This is a term and supply contract and will be paid from department 2041 – Infrastructure Preservation/Rehab, account 71100 – Outside Services.

att: Bid Tab

cc: Dan Haid, Resource Management

Bid File

15-21MAR19 -2019 Mill & Overlay Term & Supply

Bid Opening - 03/21/19

4.9 Pricing

				Capital Paving & Construction LLC		Higgins Asphalt Paving Co., Inc.		Christensen Construction Co.	
Major Use Items									
Item No.	Description	Unit	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total
4.9.1.	Asphalt, BP-2, RAP	Ton	11,050	\$68.50	\$756,925.00	\$86.60	\$956,930.00	\$66.75	\$737,587.50
4.9.2.	Surface Milling, Asphalt, Contractor Haul-off	Ton	1,975	\$6.35	\$12,541.25	\$14.20	\$28,045.00	\$3.00	\$5,925.00
4.9.3.	Surface Milling, Butt-Joint	SY	575	\$7.75	\$4,456.25	\$17.70	\$10,177.50	\$7.00	\$4,025.00
4.9.4.	Rock Driveway Transitions	SY	225	\$44.40	\$9,990.00	\$91.45	\$20,576.25	\$40.00	\$9,000.00
4.9.5.	Temporary Centerline Markers	SY	750	\$0.52	\$390.00	\$3.35	\$2,512.50	\$1.00	\$750.00
4.9.6.	Mobilization: Surface Milling	SY	5	\$685.00	\$3,425.00	\$1,680.00	\$8,400.00	\$850.00	\$4,250.00
4.9.7.	Mobilization: Small Quantity	SY	1	\$1,650.00	\$1,650.00	\$2,240.00	\$2,240.00	\$1,000.00	\$1,000.00
4.9.8.	Tack Coat, Trackless Tack	SY	200,900	\$0.30	\$60,270.00	\$0.48	\$96,432.00	\$0.23	\$46,207.00
Total Major Use Items/ Bid Total					\$849,647.50		\$1,125,313.25		\$808,744.50

Minor Use Items		
Item No.	Description	Unit
4.9.9.	Surface Milling, Asphalt, County Haul-off	SY
4.9.10.	Surface Milling, Concrete, Contractor Haul-off	SY
4.9.11.	Surface Milling, Concrete, County Haul-off	SY
4.9.12.	Dig-Out Repair, Asphalt, Typical	SY
4.9.13.	Dig-Out Repair, Asphalt, Hasty	HR
4.9.14.	Dig-Out Repair, Concrete, Hasty	HR
4.9.15.	Restoration	SF
4.9.16.	Tack Coat	SY
4.9.17.	Tack Coat, Vertical Faces	LF
4.9.18.	Tack Coat, Trackless Tack, Vertical Faces	LF

Capital		Higgins		Christensen	
	Unit Price		Unit Price		Unit Price
	\$2.00		\$15.00		\$3.00
	\$2.50		No Bid		\$3.00
	\$2.00		No Bid		\$3.00
	\$66.36		\$145.00		\$75.00
	\$100.00		\$2,200.00		\$100.00
	\$100.00		No Bid		\$100.00
	\$3.00		\$2.00		\$3.00
	\$0.27		\$0.48		\$0.15
	\$0.25		\$2.00		\$0.25
	\$0.30		\$6.00		\$0.25

Item Unit Price Increase			Capital		Higgins		Christensen	
Item No.	Description	Increase to Bid Item for Use	Increase	Increase	Increase	Increase		
4.9.1.	BP-2, Virgin	Asphalt, BP-2, RAP	\$4.00	\$0.00	\$4.00			

4.10.	Optional Asphalt Cement Price Index Provision (Section 2.9.1.5. of bid document)	Accepted	Accepted	Accepted
4.11.	Additional Work (2.1.20.) schedule of equipment / labor rates included with bid response?	Yes	No	Yes
	Statement of Bidders Qualifications	Y	Y	Y
	Debarment Certificate	Y	Y	Y
	Work Authorization Certification	Y	Y	Y
	Coop?	Y	Y	N

**PURCHASE AGREEMENT FOR
2019 MILL & OVERLAY TERM & SUPPLY
(Primary Supplier)**

THIS AGREEMENT dated the 25th day of April 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Christensen Construction Company**, 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 **2019 Mill & Overlay - Term and Supply**, bid number **15-21MAR19**, any applicable addenda, and the Contractor's bid response dated **March 21, 2019** and executed by **Tom Christensen** on behalf of the Contractor. All such documents shall constitute the contract documents which are 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 and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Milling and Overlay Services** as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date of award** and extend through **December 31, 2019** subject to the provisions for termination specified below. 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.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management – Engineering Division and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct 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.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

CHRISTENSEN CONSTRUCTION COMPANY

DocuSigned by:
By Tom Christensen
7476E8D44B8C469...

Title President

BOONE COUNTY, MISSOURI

By: Boone County Commission

DocuSigned by:
Daniel K. Atwill
8A4B917CEDA14EB
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Charly J. Dillman
565E0ADD97AC445
County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon by MT
7D82D49868F3495
County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by: <u>Gene E. Probst</u> 011208A0763184244D...	4/15/2019	2041/71100	Term and Supply
Signature	Date		Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

County of Boone

Purchasing Department

4. Response Form

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 4.1. Company Name: CHRISTENSEN CONSTRUCTION Co.
- 4.2. Address: PO Box 159
- 4.3. City/Zip: KINGDOM CITY, MO 65262
- 4.4. Phone Number: 573-814-3308
- 4.5. Fax Number: 573-814-0403
- 4.6. Email Address: OFFICE @ CHRISTENSEN ASPHALT, COM
- 4.7. Federal Tax ID: 43-1610378

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

4.8. Prompt Payment Terms: NOT APPLICABLE

4.8.1. Will you accept automated clearinghouse (ACH) for payment of invoices? PREFER PAPER CHECK BUT WILL DO ACH IF REQUIRED.

4.9. PRICING

Major Use Items					
Item No.	Description	Unit	Qty	Unit Price	Total
4.9.1.	Asphalt, BP-2, RAP	Ton	11,050	\$66.75	\$737,587.50
4.9.2.	Surface Milling, Asphalt, Contractor Haul-off	SY	1,975	\$3.00	\$5,925.00
4.9.3.	Surface Milling, Butt-Joint	SY	575	\$7.00	\$4,025.00
4.9.4.	Rock Driveway Transitions	Ton	225	\$40.00	\$9,000.00
4.9.5.	Temporary Centerline Markers	EA	750	\$1.00	\$750.00
4.9.6.	Mobilization: Surface Milling	EA	5	\$850.00	\$4,250.00
4.9.7.	Mobilization: Small Quantity	EA	1	\$1,000.00	\$1,000.00
4.9.8.	Tack Coat, Trackless Tack	SY	200,900	\$0.23	\$46,207.00
Total Major Use Items					\$808,744.50

Minor Use Items			
Item No.	Description	Unit	Unit Price
4.9.9.	Surface Milling, Asphalt, County Haul-off	SY	\$3.00
4.9.10.	Surface Milling, Concrete, Contractor Haul-off	SY	\$3.00
4.9.11.	Surface Milling, Concrete, County Haul-off	SY	\$3.00
4.9.12.	Dig-Out Repair, Asphalt, Typical	SY	\$75.00
4.9.13.	Dig-Out Repair, Asphalt, Hasty	HR	\$100.00
4.9.14.	Dig-Out Repair, Concrete, Hasty	HR	\$100.00

4.9.15.	Restoration	SF	\$ 3.00
4.9.16.	Tack Coat	SY	\$ 0.15
4.9.17.	Tack Coat, Vertical Faces	LF	\$ 0.25
4.9.18.	Tack Coat, Trackless Tack, Vertical Faces	LF	\$ 0.25

Item Unit Price Increase			
Item No.	Description	Increase to Bid Item for use	Unit Price Increase
4.9.19.	BP-2, Virgin	4.9.1. - Asphalt, BP-2, RAP	\$ 4.00

Bid Total	\$ 808,744.50
------------------	----------------------

4.10. **Optional Asphalt Cement Price Index Provision** (Section 2.9.1.3. of bid document) Failure by the bidder to check an option will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

Check One:

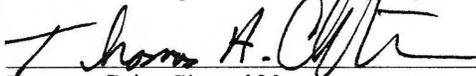
ACCEPT DO NOT ACCEPT

4.11. **Additional Work (2.1.20.)** Contractor selected for this contract should submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.

Please attach schedule of equipment / labor rates to bid response.

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

Authorized Representative (Sign by Hand):



Type or Print Signed Name:

TOM CHRISTENSEN - PRESIDENT

Today's Date: 3/21/19

4.13. **Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

YES NO

Christensen Construction Co.

P.O. Box 159, Kingdom City, MO 65262
Phone 573-814-3308 - Fax 573-814-0403
christensen@christensenasphalt.com

March 19, 2019

BOONE COUNTY 2019 MILL AND OVERLAY LABOR & EQUIPMENT RATES

LABOR EXPENSE

15% PROFIT AND OVERHEAD IS INCLUDED IN THE LABOR COST

OPERATOR STRAIGHT TIME \$89.84/HR	OVERTIME \$112.82/HR
LABORER STRAIGHT TIME \$69.87/HR	OVERTIME \$93.59/HR

EQUIPMENT EXPENSE (DOES NOT INCLUDE OPERATOR)

15% OVERHEAD AND PROFIT ARE INCLUDED IN THE EQUIPMENT COST

FOREMAN PICKUP TRUCK	\$90/DAY
UTILITY TRAILER	\$50/DAY
DISTRIBUTOR TRUCK	\$155/HR
DUMP TRUCK	\$100/HR
FLATBED TRUCK	\$65/HR
ROLLER	\$60/HR
MOTORGRADER	\$95/HR
UTILITY TRACTOR	\$70/HR
SKIDSTEER LOADER	\$70/HR
BROOM ATTACHMENT	\$40/HR
MILLING HEAD ATTACHMENT	\$40/HR
PAVING MACHINE	\$120/HR
TRACKHOE	\$145/HR
MINI EXCAVATOR	\$80/HR
POWER BROOM	\$115/HR
WRITGEN w120CFI BIG MILL	\$600/HR
BLOWER	\$20/HR
EQUIPMENT MOBILIZATION	\$250 EACH TRIP

ATTACHMENT A

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: 33 If not under present firm name, list previous firm names and types of organizations.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
<u>SEE ATTACHED SHEET A</u>			

3. General type of work performed:

ASPHALT PAVING

4. There has been no default in any contract completed or un-completed except as noted below:

- (a) Number of contracts on which default was made: NO
- (b) Description of defaulted contracts and reason therefore:

5. List references:

- BOONE COUNTY
- UNIVERSITY OF MISSOURI KEVIN JOHNSON 573-892-9337
- COLUMBIA SCHOOLS CHARLIE OESTREICH 573-239-6337

Dated at KINGDOM CITY, MO

this 20 day of MARCH, 20 19.

CHRISTENSEN CONSTRUCTION CO By [Signature]
Name of Organization(s) (Signature)

BUSINESS MANAGER
(Title of Person Signing)

March 20, 2019

Sheet A

MAJOR PROJECTS COMPLETED

New Fulton State Hospital

River City Construction – Warren Moody 573-657-7380

\$657,000.00 Contract Amount

100% Complete

November 2018 Completion Date

Project Ascent

ESS – Brian Burks

\$338,844.00 Contract Amount

100% Complete

July 2018 Completion Date

Boone County Concrete 2018 Rehab Project

Keith Austin 573-228-1160

\$643,945.00 Contract Amount

100% Complete

August 2018 Completion Date

New Columbia East Elementary School

K&S Associates – Dewayne Holloway 314-647-3535

\$465,540.00 Contract Amount

100% Complete

December 2018 Completion Date

Boone County 2017 Mill and Overlay

Dan Haid – Boone County Resource Management – 886-4339

\$1,020,692.00 Contract Amount

100% Complete

Fall 2017 Completion Date

City of Ashland 2017 Street Project

Coby Morris 657-2568

\$209,834.00 Contract Amount

100% Complete

Fall 2017 Completion Date

Mexico Schools Additions and Renovations

J E Dunn Construction

Chris Orellana 816-426-8177

\$183,500.00 Contract Amount

100% Complete

August 2017 Completion Date

UMC Summer Paving 2017 Project

Kevin Johnson 573-882-9337

\$508,991.00 Contract Amount

100% Complete

Summer 2017 Completion Date

City of Mexico 2017 Asphalt Program

Drew Williford – City of Mexico 573-581-2100

\$127,866.00 Contract Amount

100% Complete

Spring 2017 Completion Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF CALLAWAY

KENNY KNIIPP, being first duly sworn, deposes and

says that he is BUSINESS MANAGER

(Title of Person Signing)

of CHRISTENSON CONSTRUCTION COMPANY (Name of Bidder)

that all statements made and facts set out in the bid for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By K. Knipp - Business Mgr

By _____

By _____

Sworn to before me this 20 day of March, 20 19

Angela B. Hines

Notary Public

My Commission Expires 11-23-2021

ANGELA G. HINES
Notary Public - Notary Seal
STATE OF MISSOURI
Callaway County
My Commission Expires November 23, 2021
Commission # 13451223

(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.

Kenny Knipp - BUSINESS MANAGER

Name and Title of Authorized Representative

K Knipp

Signature

3-20-19

Date

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

County of Callaway
State of Missouri)ss)

My name is Kenny Krupp I am an authorized agent of CHRISTENSEN CONSTRUCTION Co.

(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 to this affidavit.

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.

K Krupp 3/20/19
Affiant Date

Kenny Krupp - Business Manager
Printed Name

Subscribed and sworn to before me this 20 day of March, 2019

ANGELA G. HINES
Notary Public - Notary Seal
STATE OF MISSOURI
Callaway County
My Commission Expires November 23, 2021
Commission # 13451223

Angela G. Hines
Notary Public

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.



Company ID Number: 178111

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Christensen Construction Company, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 178111

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 Christensen Construction Co.

Angie Hines
Name (Please Type or Print)

Title

Electronically Signed
Signature

01/09/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print)

Title

Electronically Signed
Signature

01/09/2009
Date



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: Rwilson@boonecountymo.org

Bid Data

Bid Number: **15-21MAR19**
Commodity Title: **2019 Mill & Overlay - Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, March 21, 2019**
Time: **11:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**
Directions: **The Boone County Annex Building is located on the Northwest corner at 7th St. and Ash St. Enter the building from the South side. Wheelchair accessible entrance is available on the South side of the building.**

Bid Opening

Day / Date: **Thursday, March 21, 2019**
Time: **11:30 A.M.**
Location / Address: **Boone County Purchasing Department
Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201**

Pre-Bid Meeting – Optional

Day / Date: **Thursday, March 07, 2019**
Time: **11:00 A.M.**
Location / Address: **Room 332
Boone County Government Center
801 E. Walnut
Columbia, Missouri, 65201**

Questions Submission Deadline

Day / Date: **Monday, March 18, 2019**
Time: **3:00PM**
Location / Address: **All technical questions must be submitted in writing to Dan Haid, Project Manager, at DHaid@BooneCountyMO.org.**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Attachment A **Statement of Bidders Qualifications**
 - Anti-Collusion Statement**
 - Debarment Certificate**
 - Instructions for Compliance with House Bill 1549**
 - Work Authorization Certification**
 - Certification of Individual Bidder**
 - Affidavit for Certification of Individual Bidder**
 - Standard Terms and Conditions**
 - Contractor's Affidavit Regarding Settlement of Claims**
 - Affidavit of Compliance with OSHA**
 - Affidavit of Compliance with the Prevailing Wage Law**
 - Paving Improvements Traffic Control Detail Sheet**
 - Dig Out and Repair Detail**
 - No Bid Response Form**
 - Annual Wage Order No. 25**



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
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- 3.0: **Response Presentation and Review**
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- Attachment A **Statement of Bidders Qualifications**
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 - Instructions for Compliance with House Bill 1549**
 - Work Authorization Certification**
 - Certification of Individual Bidder**
 - Affidavit for Certification of Individual Bidder**
 - Standard Terms and Conditions**
 - Contractor's Affidavit Regarding Settlement of Claims**
 - Affidavit of Compliance with OSHA**
 - Affidavit of Compliance with the Prevailing Wage Law**
 - Paving Improvements Traffic Control Detail Sheet**
 - Dig Out and Repair Detail**
 - No Bid Response Form**
 - Annual Wage Order No. 25**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** Questions concerning these specifications should be submitted in writing to the County no later than **March 18, 2019 by 3:00 p.m.** Contact for Bid questions – Robert Wilson – Buyer, Boone County Purchasing Department, 613 E. Ash, **Room 111**, Columbia, MO 65201. Telephone: (573) 886-4393 Facsimile: (573) 886-4390; email Rwilson@boonecountymo.org
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. County reserves the right to award to more than one service provider. Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary service provider. The primary provider shall furnish the County's requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County's decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County's time requirements. The County's decision to utilize secondary and tertiary sources shall be final and conclusive.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.7. **NO GUARANTEE OF WORK** - The quantities and estimates included in this RFB are not a guarantee of work to be done on the ensuing contract. Projects and quantities are subject to change.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and/or perform Mill and Overlay work required of the bid items within.
- 2.1.1. **Asphalt, BP-2, R.A.P.** (Item 4.9.1.): Plant mix pavement in conformance with Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix may contain up to 20% recycled asphalt pavement, however no shingles will be included in this mix. Contractor must submit a MODOT approved Job Mix Formula no more than three years old. At County’s discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course, surface course, etc.). Contractor shall be responsible for sweeping or other means necessary for cleaning of the street prior to performing this item.
- 2.1.2. **Surface Milling, Asphalt, Contractor Haul-off** (Item 4.9.2.): Milling of asphalt surfaced streets to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. Contractor will be responsible for haul-off and retainage of millings.
- 2.1.3. **Surface Milling, Butt-Joint** (Item 4.9.3.): Milling of butt-joints at driveways, intersections, and project terminus. This milling may occur in asphalt or concrete pavements. Width of butt joints will typically be 72 inches on intersecting public roads; 24” on driveways.
- 2.1.4. **Rock Driveway Transitions** (Item 4.9.4.): This item will use compacted 1” minus aggregate to create transitions between new pavement surface and existing gravel driveways.
- 2.1.5. **Temporary Centerline Markers** (Item 4.9.5.): Reflector type temporary centerline markers will be placed on 40’ centers delineating lanes of traffic following a resurfacing project.
- 2.1.6. **Mobilization- Surface Milling** (Item 4.9.6.): This item will be paid to the contractor for each mobilization request (project) that will require use of items: 4.9.2., 4.9.9., 4.9.10., and/or 4.9.11. Since generally the same equipment will be used for any of the above mentioned bid items, this mobilization charge will be paid only once per project, even in the event that multiple Surface Milling bid items are utilized (ex., if Surface Milling, Asphalt, Contractor Haul-off and Surface Milling, Concrete, Contractor Haul-off are both used on the same project, one mobilization charge will be paid.). It is not the intent of this contract to pay this mobilization bid item for use of bid item 4.9.3., Surface Milling, Butt-Joint, as that work is typically performed with more easily accessible equipment that is commonly on the work site already.
- 2.1.7. **Mobilization – Small Quantity** (Item 4.9.7.): This item will be paid to the contractor for each mobilization request (project) if at least one of the following conditions are true:
- 1.) If item 4.9.1. was used and the project required less than 300 tons of item 4.9.1.
 - 2.) the total cost of the project was less than \$20,000.00.
- If neither of these two conditions are true of the project, this mobilization charge will not be paid. The purpose of this item is to pay the contractor for mobilizing for a small project and accounting for all those costs that are generally combined with the cost of items 4.9.1.. For example, (extreme case) the County requests mobilization for installation of 1 ton of asphalt.
- 2.1.8. **Tack Coat, Trackless Tack** (Item 4.9.8.): This item will be used to pay for tack coat used prior to the initial lift of Asphalt Overlay as well as any additional lifts, if used. The bidder should not include the cost of tack coat in the Asphalt Overlay bid items. Material to be used shall be NTQS-1HH (Trackless Tack), SS-1VH, or approved equal. Material shall be applied per manufacturer’s recommendations. Application rate shall be per manufacturer’s recommendation
- 2.1.9. **Surface Milling, Asphalt, County Haul-off** (Item 4.9.9.): Milling of asphalt surfaced streets to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. County will be responsible for haul-off and retainage of millings.

- 2.1.10. **Surface Milling, Concrete, Contractor Haul-off** (Item 4.9.10.): Milling of concrete surfaced streets to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. Contractor will be responsible for haul-off and retainage of millings.
- 2.1.11. **Surface Milling, Concrete, County Haul-off** (Item 4.9.11.): Milling of concrete surfaced streets to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. County will be responsible for haul-off and retainage of millings.
- 2.1.12. **Dig Out Repair, Asphalt, Typical** (Item 4.9.12.): Dig-Out-Repair as shown in attached ‘Dig Out and Repair Detail, Revised 8-16-10’. This repair consists of excavation of existing material to 16 inches below existing surface, replaced with woven geotextile fabric, two 6 inch lifts of compacted 1.5” minus aggregate, one four inch lift of compacted bituminous base to existing pavement surface. See attached detail.
- 2.1.13. **Dig Out Repair, Asphalt, Hasty** (Item 4.9.13.): Dig-Out-Repair which will typically be used in the event of a ‘blow-up’ of existing asphalt pavement during paving operations. Contractor will remove loose material until stable material is reached. Excavated area will be filled with BP-2 asphalt pavement compacted in maximum 4-inch lifts to match existing surface. This item will be paid by hour of time spent performing this work, in half hour increments. Material will be paid for with Item 4.9.1..
- 2.1.14. **Dig Out Repair, Concrete, Hasty** (Item 4.9.14.): Dig-Out-Repair which will typically be used in the event of a ‘blow-up’ of existing concrete pavement during paving operations. Contractor will remove unstable concrete pavement and unsuitable base material until stable material is reached. The excavated area will be filled with BP-2 asphalt pavement compacted in maximum 4 inch lifts to match existing surface. This item will be paid by hour of time spent performing this work, in half hour increments. Material will be paid for with Item 4.9.1..
- 2.1.15. **Restoration** (Item 4.9.15.): This item will typically be used to restore roadside areas that are disturbed due to dig-out repairs. For such dig-out repairs, this item will be paid at 1’ width the entire length of the repair; additional restoration outside of the 1’ width will be contractor’s responsibility.
- 2.1.16. **Tack Coat** (Item 4.9.16): This item will be used to pay for tack coat used prior to the initial lift of Asphalt Overlay as well as any additional lifts, if used. The bidder should not include the cost of tack coat in the Asphalt Overlay bid items. Material shall be diluted asphalt emulsion such as SS-1, SS1-h, SCC-1 and CSS-1h or approved equal. Material shall be applied per Missouri Standard Specifications for Highway Construction, 2011.
- 2.1.17. **Tack Coat, Vertical Faces** (Item 4.9.17.): This item will be paid to the contractor for each linear foot of vertical face tack oil applied to up to a height of 4” using tack oil as described in item 4.9.16.. If height of vertical face is greater than 4”, additional quantity of this item will be paid to contractor for remaining height of vertical face to which tack oil is applied up to 4”. That is, if 6” of vertical face has tack oil applied to it for 1,000 linear feet, the contractor will be paid for 2,000 linear feet of this item. Contractor will take precautions to minimize errant applications to unintended surfaces, and will be responsible for cleaning such at County’s discretion.
- 2.1.18. **Tack Coat, Trackless Tack, Vertical Faces** (Item 4.9.18.): This item will be paid to the contractor for each linear foot of vertical face tack oil applied to up to a height of 4” using tack oil as described in item 4.9.8. If height of vertical face is greater than 4”, additional quantity of this item will be paid to contractor for remaining height of vertical face to which tack oil is applied up to 4”. That is, if 6” of vertical face has tack oil applied to it for 1,000 linear feet, the contractor will be paid for 2,000 linear feet of this item. Contractor will take precautions to minimize errant applications to unintended surfaces, and will be responsible for cleaning such at County’s discretion.

- 2.1.19. **BP-2, Virgin Unit Price Increase** (Item 4.9.19.): At the County's discretion, in lieu of the R.A.P. mix used in bid item 4.9.1. it may elect to use a Virgin BP-2 Asphalt mix that meets the requirements below:

Plant mix pavement in conformance with Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix will contain no recycled asphalt pavement or shingles. Contractor must submit a MoDOT approved Job Mix Formula no more than three years old. At County's discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course, surface course, etc.). Contractor shall be responsible for sweeping or other means necessary for cleaning of the street prior to performing this item.

The use of this item will likely result in an increased cost versus the R.A.P. mix. As such, the contractor shall indicate the amount of increase in unit cost for its use

- 2.1.20. **Additional Work:** (Item 4.11.): Contractor selected for this contract should **submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.** Under direction of Engineer or his appointees, contractor shall perform said needed work and account for equipment and labor utilized from said schedule and submit invoice for said work upon completion of project. Any material used to perform said work with no corresponding bid item in this contract shall be billed to the county for actual cost plus 20%.
- 2.2. **Scope** – There is no minimum quantity of work expressed or implied associated with this contract. However, the below table shows the work intended to be completed with this contract in 2019.
- 2.2.1. **Intended work:** (*Note – This list shows the County's intended use for this contract at this time and is subject to change. Actual work that is performed may be more or less. No guarantee of quantities is implied.)

	Asphalt	Surface Milling
2019 Projects	Ton	SY
Old Plank Rd. Subdivision	750	0
Liberty Ln.	2,700	125
Wagon Trail Rd.	1,850	500
Rangeline Rd. (Richland to WW)	3,100	450
Country Farms Subdivision	1,900	0
North Brown Station Rd. (Heller to City Limits)	675	250
Riviera Dr.	75	650
Total	11,050	1,975

- 2.3. **CONTRACT DURATION** - The contract shall be effective from the date of award through December 31, 2019.
- 2.4. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period.
- 2.5. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of twelve (12) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.6. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.7. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.

- 2.8. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.
- 2.9. **SPECIAL PROVISIONS**
- 2.9.1. **Asphalt Cement Price Index**

2.9.1.1. If the bidder so chooses, asphaltic pavement and base mixes are eligible for the following price adjustment. This adjustment will apply only to the percentage of virgin asphalt cement actually placed on the job, excluding RAP or RAS, and will be calculated using the following formula: $A = (B \times C) \times (D - E)$

2.9.1.2. Where:

- A = Adjustment
 B = Tons of mix placed
 C = % of virgin asphalt binder as listed in the job mix formula
 D = monthly price for the month prior to mix placement
 E = monthly price for the month prior to bid submission

2.9.1.3. The monthly asphalt prices will be those shown in the Dollar/Ton column of the “Asphalt Price Index” table posted at MoDot.org – Bidding-Road & Bridge Construction Bidding Opportunities – Online Plan Rooms – Asphalt Price Index - on MoDOT’s website, also currently located at: http://www.modot.org/eBidLettingPublicWeb/viewStream.do?documentType=general_info&key=658 All prices will be for the entire month regardless of when posted. Separate adjustments will be calculated for each month in which the bidder places eligible material.

Calculation Examples

This table is fictional, but it resembles the table found at the above MoDOT website.

Asphalt Price Index	
2015	PG 64-22 Dollar/Ton
January	\$450.00
February	\$510.00
March	\$520.00
April	\$530.00
May	\$520.00
June	\$500.00
July	\$480.00
August	\$475.00
September	\$450.00
October	\$425.00
November	\$420.00
December	\$400.00

Example #1

The contract was bid in March 2015. 1,000 tons of BP-2 were placed during October 2015. Job mix called for 5.0% virgin AC. No RAP was used.

B = 1,000 C = 5.0% D = 450.00 E = 510.00

$A = (1,000 \times 0.050) \times (450.00 - 510.00) = -3,000$

Adjustment = \$3,000 Deduct

Example #2

The contract was bid in February 2015. 1,000 tons of BP-2 were placed during July 2015. 2,000 tons of BP-2 were placed during August 2015. Job mix called for a mix with 4.5% virgin AC and 1.0% AC from RAP.

$$B_1 = 1,000 \quad C = 4.5\% \quad D_1 = 500.00 \quad E_1 = 450.00$$

$$A_1 = (1,000 \times 0.045) \times (500.00 - 450.00) = 2,250$$

$$B_2 = 2,000 \quad C = 4.5\% \quad D_2 = 480.00 \quad E_2 = 450.00$$

$$A_2 = (2,000 \times 0.045) \times (480.00 - 450.00) = 2,700$$

$$\text{Adjustment} = A_1 + A_2 = 2,250 + 2,700 = \$4,950 \text{ Increase}$$

- 2.9.2. **Warm Mix Asphalt:** The use of Warm Mix Asphalt is allowed as part of this contract. No unit priced deductions will be given for its use.
- 2.9.3. **Vibratory Screed:** Contractor is required to use an asphalt paver equipped with a vibratory screed for all work performed under this contract. Said vibratory screed shall be functional, calibrated for the material and conditions of the project, and turned on at all times during paving operations.
- 2.9.4. **Tack Coat:** (Taken from MoDOT Engineering Policy Guide Section 407.1.4)

Application (Sec 407.4.2) If the tack coat is too heavy or too light, an inadequate bond is created and the mat may slip during compaction, which results in shoving and checking. In addition, a slippage failure (cracking) may occur after the pavement has been subjected to traffic. Bleeding may also occur if the tack coat is too heavy.

The tack coat must be uniformly applied to the existing surface at the rate specified in the contract. Generally, the application rate between the existing pavement and the first lift should be in the range of 0.05 to 0.10 gal/yd² *(Residual AC Content). It is strongly recommended to apply a light tack coat between each lift of bituminous pavement. The application rate between lifts should be in the range of 0.02 to 0.05 gal/yd² *(Residual AC Content).

Depending on the condition of the existing surface, the application rate may need to be adjusted from the specified rate. This is acceptable as long as approval is obtained from the RE and the rate is within the applicable range mentioned above. For example, an open textured surface, such as an SP250 mix, requires more tack than a surface that is tight or dense, such as an SP125 mix. A milled surface requires additional tack because of the increased surface area (from the grooves left by the cutting teeth on the milling machine). A dry, aged pavement also requires a heavier tack coat than a newer pavement. These conditions, and any other possibilities, must be considered when a tack coat is applied.

There is no requirement governing the overlap of a tack coat. However, the best results are generally obtained with a double or triple lap. Therefore, the height of the spray bar on the distributor should be adjusted accordingly.

The tack coat must be allowed to break (cure) prior to spreading mix. Shortly after the tack coat has been applied, its color will change from brown to black as the water in the emulsion begins to evaporate. The emulsion also becomes "tacky" to the touch. The amount of time it takes for the tack coat to break depends on the type and grade of emulsion used, the application rate, the temperature of the existing surface, and the environmental conditions. The tack coat is said to have "set" once all of the water in the emulsion has evaporated. Typically, an emulsion sets in 1 to 2 hours. If there is reason to believe that the tack coat is being diluted with a material other than water or that the dilution rate is other than what has been reported, a sample should be taken and shipped to the Central Laboratory.

Tack (Sec 407.4.2.1) It is extremely important that the tack coat remains on the existing surface in order to create an adequate bond between the existing surface and the mat. Usually, tack is only applied within the length of the lane drop. The tack coat should be allowed to set before it is subjected to construction traffic. Otherwise, the vehicle tires will pick up the tack. At the very least, the amount of construction traffic, including haul trucks, should be minimized.

The tacked surface should be covered with mix the same day. If this is not possible because of equipment problems (plant or paver breakdowns), sand must be lightly distributed over the tacked surface before opening to traffic. This will “blot” the tack, preventing it from being picked up by the traffic, and provide friction to the surface. When paving resumes, the excess sand must be removed before the mix is spread.

Purpose (Sec 407.3.1) The purpose of the tack coat is to improve the bond between the existing surface and the roadway pavement. A tack coat shall be applied to provide a bond between old and new wearing courses. The best results occur when the tack is applied to a dry and clean surface, free of loose material.

Application Rates (Section 407.3.2) The application rate will vary from 0.03 to 0.15 gal/yd² *(Residual AC Content), depending on the condition of the old pavement surface. The pavement course surface should be evaluated to determine the amount of tack to be applied. A viscous material should be used because very little penetration of the asphaltic oil into the pavement surface is expected. The tack coat should be allowed to become tacky or sticky before the surface course is laid. Emulsions are recommended for tacking on heavily traveled routes. Too much tack can create a slippage plane between the old pavement and the new pavement overlay as the tack coat acts as a lubricant instead of an adhesive. Also too much tack could result in bleeding of the tack through to the new overlay surface, which can produce a slick pavement condition. After application of the tack, time must be allowed for the tack to break. Breaking is the phenomenon when the asphalt and water in the emulsion separate, beginning the curing process (brown to black color). Traffic should be kept off the tacked area.

Products (Section 407.3.3) Asphalt emulsions commonly used for tack coats are diluted SS-1, SS-1h, SCC-1 and CSS-1h. Refer to Standard Specification Section 407 for additional information regarding tack coats.

- 2.9.5. When performing Surface Milling operations, Contractor may encounter paving fabric (PetroMat, GlasPave, TruPave, etc.) that was installed as part of prior projects. No additional payment will be made due to such situation.
- 2.9.6. **Traffic Control** - The contractor shall be responsible for traffic control for all projects performed under this contract. Traffic control shall be consistent with the MUTCD. Traffic control will be incidental to the work being done which requires traffic control.
- 2.9.7. Temporary asphalt transition ramps to accommodate traffic flow on surface and butt joint milled areas will be incidental to those items.
- 2.9.8. Unless prior authorization is given by the County, Milling operations should be performed within 48 hours prior to placement of asphalt material when applicable.
- 2.10. **Warranty** - The contractor shall warranty both the labor and material for a period of one year from the date of application.

- 2.11. **Projects will be inspected by department personnel.**
- 2.12. **BIDDERS EXPERIENCE AND QUALIFICATIONS – The bidder must be approved to perform work under MODOT contracts.** The bidder shall include in the response, written documentation on their qualifications to perform the type of work described in this contract, and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of Attachment A.
- 2.13. **SCHEDULING** – It is anticipated that the County will provide the Contractor a list of projects to be completed as part of this contract in May of the current year with an anticipated date when each project will be finished being prepped by Boone County personnel, and ready for the projects. The County will then give the Contractor a notice to proceed on each project when preparations are complete. The contractor will be required to complete all such projects prior to October 1st of the current year but will not be left with less than 60 calendar days to complete the projects. The contractor shall notify the County not less than 14 Calendar days prior to the beginning of a particular project, unless a shorter amount of time is acceptable to County personnel. In the event that the County requests additional work outside of the initial request noted above, the Contractor will be required to begin said additional work within 30 calendar days of said request.
- 2.14. **PREVAILING WAGE** - Not less than prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. **Prevailing Wage Order Number 25** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.15. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.
- 2.15.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers 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.
- 2.15.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it 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 \$3,000,000.00 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

- 2.15.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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; non-owned and both on and off the site of work.
- 2.15.4. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.15.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.16. **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.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

- 2.17. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.18. **SETTLEMENT OF CLAIMS AFFIDAVIT** - Prior to the release of contract amount, contractor shall file with the County, an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;
- 2.19. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management – Engineering Division at the following address: Boone County Government Center, 801 East Walnut, Room 315 Columbia, MO 65201. Payment shall be made within 30 days of receipt of a correct invoice.
- 2.19.1. **ACH Payment** - Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.20. **DESIGNEE** – Boone County Resource Management – Engineering Division
- 2.21. **Overhead Line Protection:** **The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line.** 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.22. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- 2.23. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**

- 2.24. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.25. **Employment of Unauthorized Aliens Prohibited**
- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
 - (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
 - (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.26. **Payment Bond** – Contractor shall provide the County with a Payment Bond on form provided by County whenever the work associated with a mobilization under this Contract is projected to exceed \$50,000.00. Contractor shall provide the Payment Bond within thirty (30) days of request by County. No additional payment will be made to the contractor for the procurement of the Payment Bond. It should be incidental to all bid items.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your 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" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **THREE (3) COMPLETE COPIES** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve 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** - We reserve 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** - Our 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 on qualifications and will use the quantities in Section 2.2.1, or current anticipated work list, to evaluate pricing of **Total Major Use** items.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

County of Boone**Purchasing Department****4. Response Form**

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Email Address: _____

4.7. Federal Tax ID: _____

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

4.8. Prompt Payment Terms: _____

4.8.1. Will you accept automated clearinghouse (ACH) for payment of invoices? _____

4.9. PRICING

Major Use Items					
Item No.	Description	Unit	Qty	Unit Price	Total
4.9.1.	Asphalt, BP-2, RAP	Ton	11,050	\$	\$
4.9.2.	Surface Milling, Asphalt, Contractor Haul-off	SY	1,975	\$	\$
4.9.3.	Surface Milling, Butt-Joint	SY	575	\$	\$
4.9.4.	Rock Driveway Transitions	Ton	225	\$	\$
4.9.5.	Temporary Centerline Markers	EA	750	\$	\$
4.9.6.	Mobilization: Surface Milling	EA	5	\$	\$
4.9.7.	Mobilization: Small Quantity	EA	1	\$	\$
4.9.8.	Tack Coat, Trackless Tack	SY	200,900	\$	\$
Total Major Use Items					\$

Minor Use Items			
Item No.	Description	Unit	Unit Price
4.9.9.	Surface Milling, Asphalt, County Haul-off	SY	\$
4.9.10.	Surface Milling, Concrete, Contractor Haul-off	SY	\$
4.9.11.	Surface Milling, Concrete, County Haul-off	SY	\$
4.9.12.	Dig-Out Repair, Asphalt, Typical	SY	\$
4.9.13.	Dig-Out Repair, Asphalt, Hasty	HR	\$
4.9.14.	Dig-Out Repair, Concrete, Hasty	HR	\$

ATTACHMENT A

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: _____ If not under present firm name, list previous firm names and types of organizations.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. General type of work performed:

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: _____

(b) Description of defaulted contracts and reason therefore:

5. List references:

Dated at _____

this _____ day of _____, 20 _____.

Name of Organization(s) By _____
(Signature)

(Title of Person Signing)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____

(Title of Person Signing)

of _____ (Name of

Bidder)

that all statements made and facts set out in the bid for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

(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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

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

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

**BOONE COUNTY COMMISSION
CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

County Bid Number _____

Vendor Job Number _____

Job Location _____

_____, 20_____

To the Boone County _____ Department
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Contractor

By _____
(Signature)

(Title)

State of _____

County of _____ ss.

Subscribed and sworn to before me this _____ day of
_____, 20____, at _____

Notary Public

(SEAL)

My Commission expires _____, 20_____

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of _____)

)ss

State of _____)

My name is _____. I am an authorized agent of _____
_____ (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: _____

Affiant Date

Printed Name

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

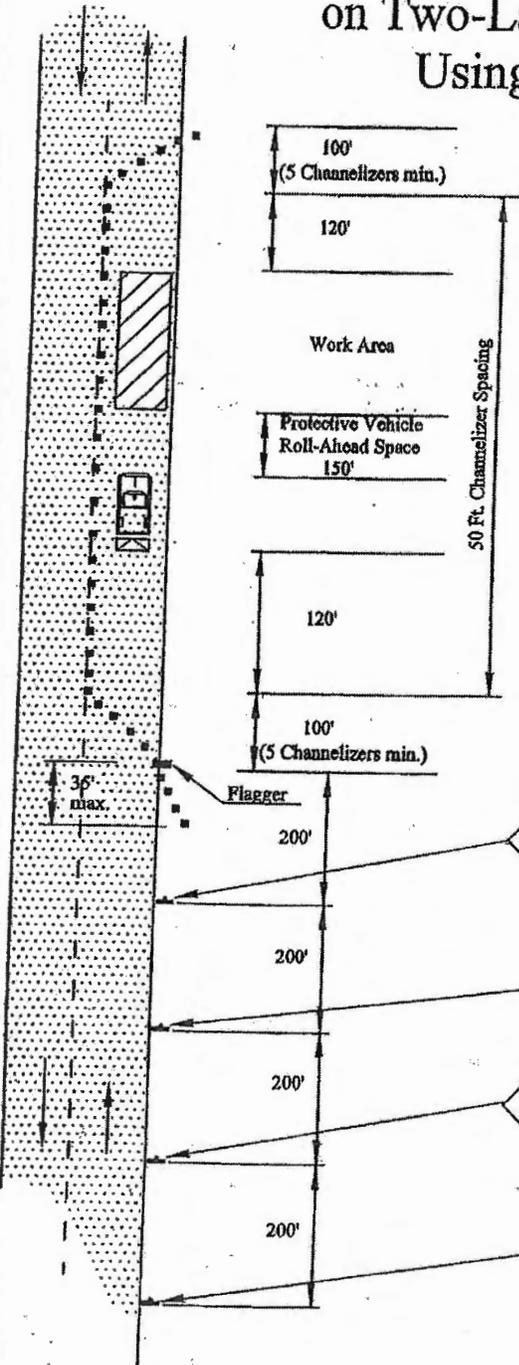
Signature

Subscribed and sworn to me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary Public

Low Volume Lane Closure on Two-Lane Highway Using Flaggers



Notes:

When a temporary road closure is needed, both directions may be stopped at the same time up to a maximum of 20 minutes.

The protective vehicle may be eliminated if adequate sight distance exists and the work vehicle uses activated rotating lights.

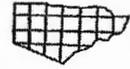
For mobile operations where workers are on foot and move with the operation, channelizers may be reduced or eliminated.

Additional warning signs shall be erected at each intersection with another roadway within the work zone. Upon the discretion of the supervisor, additional warning signs may be erected at other intersections within the work zone.

For mobile operations, spacing between flagger and FLAGGER AHEAD sign shall not exceed one mile.

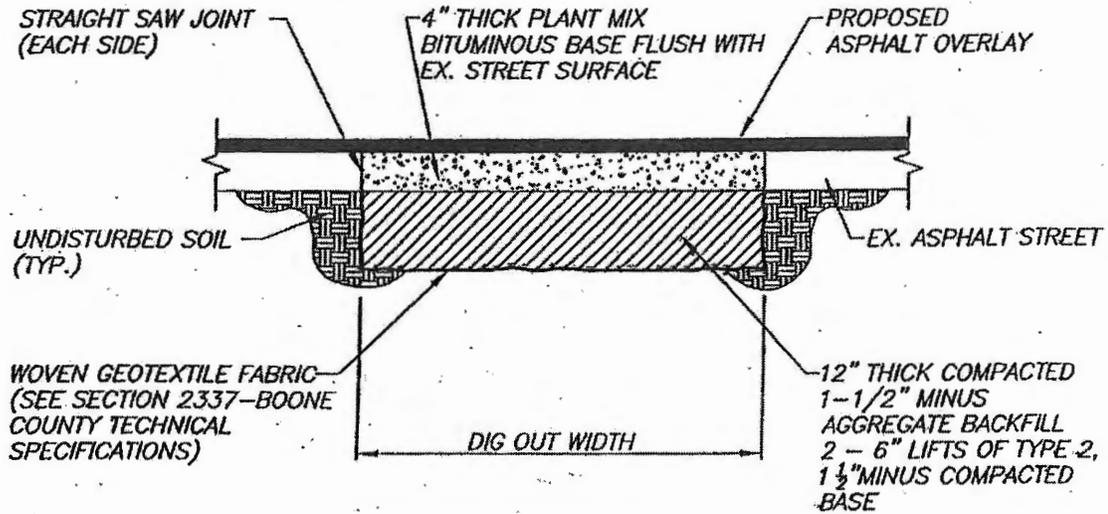
See MUTCD and MODO T Regulations for additional applicable details, notes, and definitions.

Paving Improvements Traffic Control Detail Sheet



DESIGN AND CONSTRUCTION DEPT.
5551 HIGHWAY 83 SOUTH
COLUMBIA, MISSOURI 65201-8711
PHONE (573) 449-8515
FAX (573) 879-1602

PROJECT No.	
DATE	9/22/10
SCALE	Not to Scale
DESIGN BY	A B
DRAWN BY	TC
CHECKED BY	
SHEET 1 OF 1	



Notes:

1. Sawcut area designated by Boone County Public Works.
2. Excavate to a Minimum of 16" Depth**
3. Compact Bottom and Place Woven Fabric. (Mirafi 600X or Approved Equal.)
4. Place Two (2) 6" Lifts of Type 2, 1 1/2" Minus Compacted Base.
5. Place 4" Lift of Compacted Bituminous Base on Primed Base Rock. Finish shall be flush with road surface and have a smooth ride.
6. Additional Depth shall be backfilled with Type 2, 1 1/2" Minus Compacted Base. 6" Maximum per Lift.
7. Base **MUST** be approved by Inspector **BEFORE** placement of Fabric and Rock.
8. Contractor shall remove and dispose of all materials excavated from the repair area.

** Additional Depth shall be paid by the Cubic Yard as per the Bid Form.

Dig Out and Repair Detail

Not To Scale

Revised: 8-16-10



Boone County Purchasing
613 E. Ash St., Room 111
Columbia, MO 65201

"No Bid" Response Form

Robert Wilson, Buyer
(573) 886-4393 – 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, email, or fax.

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

Bid: 15-21MAR19 – 2019 Mill & Overlay Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 25

Section 010

BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Matt Cowell, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.70	55	60	\$23.17
Boilermaker	6/18		\$37.91	57	7	\$29.38
Bricklayer and Stone Mason	6/18		\$30.00	59	7	\$18.19
Carpenter	6/18		\$26.15	60	15	\$17.10
Cement Mason	6/18		\$28.53	9	3	\$12.92
Communication Technician	6/18		\$32.50	28	7	\$13.50 + 13%
Electrician (Inside Wireman)	6/18		\$32.50	28	7	\$13.50 + 13%
Electrician (Outside-Line Construction\Lineman)			\$44.56	43	45	\$5.75 + 36%
Lineman Operator			\$38.35	43	45	\$5.75 + 36%
Groundman			\$29.48	43	45	\$5.75 + 36%
Elevator Constructor		a	\$47.07	26	54	\$33.275
Glazier	6/18		\$27.56	122	76	\$12.74
Ironworker			\$29.49	11	8	\$25.96
Laborer (Building):						
General			\$23.71	42	44	\$13.84
First Semi-Skilled			\$25.71	42	44	\$13.84
Second Semi-Skilled			\$24.71	42	44	\$13.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/18		\$26.03	60	15	\$17.10
Marble Mason			\$22.24	124	74	\$13.05
Marble Finisher			\$14.35	124	74	\$9.52
Millwright	6/18		\$27.17	60	15	\$17.10
Operating Engineer						
Group I	6/18		\$29.16	86	66	\$27.17
Group II	6/18		\$29.16	86	66	\$27.17
Group III	6/18		\$27.91	86	66	\$27.17
Group III-A	6/18		\$29.16	86	66	\$27.17
Group IV	6/18		\$26.93	86	66	\$27.17
Group V	6/18		\$29.86	86	66	\$27.17
Painter	6/18		\$23.93	18	7	\$12.74
Pile Driver	6/18		\$27.17	60	15	\$17.10
Pipe Fitter		b	\$39.25	91	69	\$27.18
Plasterer	6/18		\$27.02	94	5	\$12.97
Plumber		b	\$39.25	91	69	\$27.18
Roofer \ Waterproofer			\$29.55	12	4	\$16.04
Sheet Metal Worker			\$31.55	40	23	\$17.88
Sprinkler Fitter - Fire Protection	6/18		\$35.84	33	19	\$21.42
Terrazzo Worker			\$29.55	124	74	\$14.76
Terrazzo Finisher			\$19.22	124	74	\$14.76
Tile Setter			\$22.24	124	74	\$13.05
Tile Finisher			\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

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NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

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NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall receive eight (8) hours pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall receive (8) hours pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

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NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.51 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.87 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

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NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

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NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 122: Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY
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NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, it will be celebrated on Saturday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

NO. 44: All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

BOONE COUNTY BUILDING CONSTRUCTION - HOLIDAY SCHEDULE

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a makeup day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

Heavy Construction Rates for
BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/18	\$31.73	23	16	\$17.10
Electrician (Outside-Line Construction\Lineman)		\$44.56	9	12	\$5.75 + 36%
Lineman Operator		\$38.35	9	12	\$5.75 + 36%
Lineman - Tree Trimmer	6/18	\$24.53	32	31	\$11.44 + 3%
Groundman		\$29.48	9	12	\$5.75 + 36%
Groundman - Tree Trimmer	6/18	\$18.14	32	31	\$8.42 + 3%
Laborer					
General Laborer	6/18	\$29.26	2	4	\$13.82
Skilled Laborer	6/18	\$29.26	2	4	\$13.82
Millwright	6/18	\$31.73	23	16	\$17.10
Operating Engineer					
Group I	6/18	\$28.34	21	5	\$27.06
Group II	6/18	\$27.99	21	5	\$27.06
Group III	6/18	\$27.79	21	5	\$27.06
Group IV	6/18	\$24.14	21	5	\$27.06
Oiler-Driver	6/18	\$24.14	21	5	\$27.06
Pile Driver	6/18	\$31.73	23	16	\$17.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$29.87	25	21	\$12.85
Group II		\$30.03	25	21	\$12.85
Group III		\$30.02	25	21	\$12.85
Group IV		\$30.14	25	21	\$12.85

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

BOONE COUNTY HEAVY CONSTRUCTION - OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

BOONE COUNTY HEAVY CONSTRUCTION - OVERTIME SCHEDULE

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY
HEAVY CONSTRUCTION - HOLIDAY SCHEDULE**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

**PURCHASE AGREEMENT FOR
2019 MILL & OVERLAY TERM & SUPPLY
(SECONDARY SUPPLIER)**

THIS AGREEMENT dated the 25th day of April, 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Capital Paving & Construction LLC**, 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 **2019 Mill & Overlay - Term and Supply**, bid number **15-21MAR19**, any applicable addenda, and the Contractor's bid response dated **March 21, 2019** and executed by **Mike Huff** on behalf of the Contractor. All such documents shall constitute the contract documents which are 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 and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, **AS SECONDARY SUPPLIER, Milling and Overlay Services** as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date of award** and extend through **December 31, 2019** subject to the provisions for termination specified below. 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.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management – Engineering Division and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct 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.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

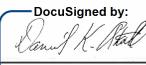
CAPITAL PAVING & CONSTRUCTION LLC

BOONE COUNTY, MISSOURI

By  _____
DocuSigned by:
ADC3E95B04AA421...

By: Boone County Commission

Title Estimator

 _____
DocuSigned by:
3A48914CEDAE4EB...
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

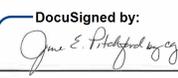
ATTEST:

 _____
DocuSigned by:
555970DD07A2145...
 County Counselor

 _____
DocuSigned by:
7D82D488BFC9B5...
 County Clerk

AUDITOR CERTIFICATION

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

 _____ <small>DocuSigned by: 184244D...</small>	4/15/2019	2041/71100	Term and Supply
Signature	Date		Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers 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.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it 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 \$3,000,000.00 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability.

Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

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). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

County of Boone

Purchasing Department

4. Response Form

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 4.1. Company Name: Capital Paving & Construction, LLC
- 4.2. Address: 1591 E. Prathersville Rd.
- 4.3. City/Zip: Columbia MO 65202
- 4.4. Phone Number: (573) 449-0886
- 4.5. Fax Number: (573) 449-5159
- 4.6. Email Address: sfield@capitalpavingmo.com
- 4.7. Federal Tax ID: 81-1895585

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

4.8. Prompt Payment Terms: NET 30

4.8.1. Will you accept automated clearinghouse (ACH) for payment of invoices? Yes

4.9. PRICING

Major Use Items					
Item No.	Description	Unit	Qty	Unit Price	Total
4.9.1.	Asphalt, BP-2, RAP	Ton	11,050	\$ 68.50	\$756,925. ⁰⁰
4.9.2.	Surface Milling, Asphalt, Contractor Haul-off	SY	1,975	\$ 6.35	\$ 12,541.25
4.9.3.	Surface Milling, Butt-Joint	SY	575	\$ 7.75	\$ 4,456.25
4.9.4.	Rock Driveway Transitions	Ton	225	\$ 44.40	\$ 9,990. ⁰⁰
4.9.5.	Temporary Centerline Markers	EA	750	\$ 0.52	\$ 390. ⁰⁰
4.9.6.	Mobilization: Surface Milling	EA	5	\$ 685. ⁰⁰	\$ 3,425. ⁰⁰
4.9.7.	Mobilization: Small Quantity	EA	1	\$ 1,650. ⁰⁰	\$ 1,650. ⁰⁰
4.9.8.	Tack Coat, Trackless Tack	SY	200,900	\$ 0.30	\$ 60,270. ⁰⁰
Total Major Use Items					\$849,647.50

Minor Use Items			
Item No.	Description	Unit	Unit Price
4.9.9.	Surface Milling, Asphalt, County Haul-off	SY	\$ 2.00
4.9.10.	Surface Milling, Concrete, Contractor Haul-off	SY	\$ 2.50
4.9.11.	Surface Milling, Concrete, County Haul-off	SY	\$ 2.00
4.9.12.	Dig-Out Repair, Asphalt, Typical	SY	\$ 66.36
4.9.13.	Dig-Out Repair, Asphalt, Hasty	HR	\$ 100. ⁰⁰
4.9.14.	Dig-Out Repair, Concrete, Hasty	HR	\$ 100. ⁰⁰

4.9.15.	Restoration	SF	\$ 3.00
4.9.16.	Tack Coat	SY	\$ 0.27
4.9.17.	Tack Coat, Vertical Faces	LF	\$ 0.25
4.9.18.	Tack Coat, Trackless Tack, Vertical Faces	LF	\$ 0.30

Item Unit Price Increase			
Item No.	Description	Increase to Bid Item for use	Unit Price Increase
4.9.19.	BP-2, Virgin	4.9.1. - Asphalt, BP-2, RAP	\$ 4.00

Bid Total	\$ 849,647.50
------------------	----------------------

4.10. **Optional Asphalt Cement Price Index Provision** (Section 2.9.1.3. of bid document) Failure by the bidder to check an option will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

Check One:

ACCEPT DO NOT ACCEPT

4.11. **Additional Work (2.1.20.)** Contractor selected for this contract should submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.

➤ **Please attach schedule of equipment / labor rates to bid response.**

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

Authorized Representative (Sign by Hand):


 Type or Print Signed Name: Mike Huff

Today's Date: 3/21/19

4.13. **Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

YES NO

ATTACHMENT A

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: 2.5 If not under present firm name, list previous firm names and types of organizations.

APAC Missouri, Inc.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
2018 Term/Supply	Boone County	\$1,233,508	100%
2018 Term/Supply	City of Columbia	\$1,034,613	100%
2017 Asphalt Paving	MO DOT	\$4,284,242	100%

3. General type of work performed:

Asphalt Paving, Heavy Highway Construction

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: 0

(b) Description of defaulted contracts and reason therefore:

5. List references:

Capital Quarries Co. 573-634-4800

Peterson Oil Co. 1-800-762-3645

The Work Zone, Inc. 816-471-2899

Dated at Columbia Missouri

this 20th day of March, 2019.

Capital Paving & Construction, LLC By [Signature]
Name of Organization(s) (Signature)

Contract Administrator
(Title of Person Signing)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Mike Huff, being first duly sworn, deposes and

says that he is Corporate Secretary
(Title of Person Signing)

of Capital Paving & Construction, LLC (Name of Bidder)

that all statements made and facts set out in the bid for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]

By _____

By _____

Sworn to before me this 21st day of March, 20 19

[Signature]

Notary Public

My Commission Expires August 29, 2021

DUSTIN J. VOGT
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Boone County
My Commission Expires: August 29, 2021
ID #17724417

(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.

Mike Huff Corporate Secretary
Name and Title of Authorized Representative

[Signature]
Signature

3/21/19
Date

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of Boone)
State of Missouri)ss

My name is Mike Huff. I am an authorized agent of Capital Parking & Construction, LLC (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: 2019 Mill & Overlay Term & Supply

[Signature] 3/21/2019
Affiant Date
Mike Huff
Printed Name

Subscribed and sworn to before me this 21st day of March, 2019.

[Signature]
Notary Public

DUSTIN J. VOGT
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Boone County
My Commission Expires: August 29, 2021
ID #17724417

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of Boone

State of Missouri, personally came and appeared (name and title)

Mike Huff - Corporate Secretary of the (name of company)

Capital Parks & Construction, LLC (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. 25 issued by the Division of Labor Standards on the 9th day of April, 2018, in carrying out the Contract and work in connection with

(name of project) 2019 Mill & Overlay Term Supply located at

(name of institution) Boone County Purchasing in Boone County,

Missouri and completed on the _____ day of _____, 20_____.

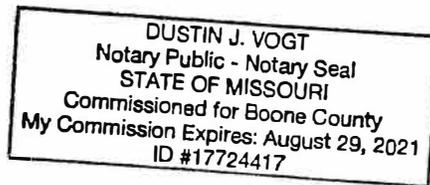
[Signature]
Signature

Subscribed and sworn to me this 21st day of March, 2019.

My commission expires August 29th, 2021.

[Signature]

Notary Public



BID BOND

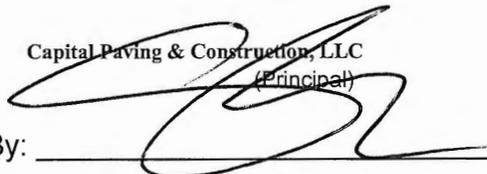
**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, Capital Paving & Construction, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto Boone County, Missouri, as Obligee, in the sum of Five Percent of the Attached Bid Dollars (5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Bid Number: 15-21MAR19 - 2019 Mill & Overlay Term & Supply ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 11 day of March, 2019.

Capital Paving & Construction, LLC
(Principal)
By: 

NO SEAL

Travelers Casualty and Surety Company of America
By: 
Adam L. Curland, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Adam L. Curland, of St. Louis, Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11 day of March, 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CAPITAL PAVING & CONSTRUCTION
Boone County Term & Supply 2019
Equipment and Labor Rate Schedule

Paver:	\$150.00 per hr
Roller:	\$90.00 per hr
Service Truck:	\$60.00 per hr
Distributor:	\$80.00 per hr
Skid Loader:	\$50.00 per hr
Superintendent:	\$75.00 per hr
Foreman:	\$65.00 per hr
Operator:	\$70.00 per hr
Laborer:	\$55.00 per hr



Company ID Number: 964763

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the CAPITAL PAVING & CONSTRUCTION LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 964763

Approved by:

Employer CAPITAL PAVING & CONSTRUCTION LLC	
Name (Please Type or Print) DONITA SHELTON	Title
Signature Electronically Signed	Date 04/19/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/19/2016

Form **W-9**
 (Rev. December 2011)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Capital Paving & Construction LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S	
	<input type="checkbox"/> Other (see instructions) ▶ <input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) PO Box 104960 City, state, and ZIP code Jefferson City, MO 65110	Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																				
	<table border="1" style="margin: auto;"> <tr><th colspan="9">Social security number</th></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td>-</td><td> </td><td> </td></tr> </table>	Social security number												-			-			
Social security number																				
			-			-														
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr><th colspan="9">Employer identification number</th></tr> <tr><td>8</td><td>1</td><td>-</td><td>1</td><td>8</td><td>9</td><td>5</td><td>5</td><td>8</td><td>5</td></tr> </table>	Employer identification number									8	1	-	1	8	9	5	5	8	5
Employer identification number																				
8	1	-	1	8	9	5	5	8	5											

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: Rwilson@boonecountymo.org

Bid Data

Bid Number: **15-21MAR19**
Commodity Title: **2019 Mill & Overlay - Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, March 21, 2019**
Time: **11:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**
Directions: The Boone County Annex Building is located on the Northwest corner at 7th St. and Ash St. Enter the building from the South side. Wheelchair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date: **Thursday, March 21, 2019**
Time: **11:30 A.M.**
Location / Address: **Boone County Purchasing Department
Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201**

Pre-Bid Meeting – Optional

Day / Date: **Thursday, March 07, 2019**
Time: **11:00 A.M.**
Location / Address: **Room 332
Boone County Government Center
801 E. Walnut
Columbia, Missouri, 65201**

Questions Submission Deadline

Day / Date: **Monday, March 18, 2019**
Time: **3:00PM**
Location / Address: **All technical questions must be submitted in writing to Dan Haid, Project Manager, at DHaid@BooneCountyMO.org.**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Attachment A **Statement of Bidders Qualifications**
- Anti-Collusion Statement**
- Debarment Certificate**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Affidavit for Certification of Individual Bidder**
- Standard Terms and Conditions**
- Contractor's Affidavit Regarding Settlement of Claims**
- Affidavit of Compliance with OSHA**
- Affidavit of Compliance with the Prevailing Wage Law**
- Paving Improvements Traffic Control Detail Sheet**
- Dig Out and Repair Detail**
- No Bid Response Form**
- Annual Wage Order No. 25**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** Questions concerning these specifications should be submitted in writing to the County no later than **March 18, 2019 by 3:00 p.m.** Contact for Bid questions – Robert Wilson – Buyer, Boone County Purchasing Department, 613 E. Ash, **Room 111**, Columbia, MO 65201. Telephone: (573) 886-4393 Facsimile: (573) 886-4390; email Rwilson@boonecountymmo.org
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder’s failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. County reserves the right to award to more than one service provider. Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary service provider. The primary provider shall furnish the County’s requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County’s decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County’s time requirements. The County’s decision to utilize secondary and tertiary sources shall be final and conclusive.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.7. **NO GUARANTEE OF WORK** - The quantities and estimates included in this RFB are not a guarantee of work to be done on the ensuing contract. Projects and quantities are subject to change.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and/or perform Mill and Overlay work required of the bid items within.
- 2.1.1. **Asphalt, BP-2, R.A.P.** (Item 4.9.1.): Plant mix pavement in conformance with Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix may contain up to 20% recycled asphalt pavement, however no shingles will be included in this mix. Contractor must submit a MODOT approved Job Mix Formula no more than three years old. At County's discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course, surface course, etc.). Contractor shall be responsible for sweeping or other means necessary for cleaning of the street prior to performing this item.
- 2.1.2. **Surface Milling, Asphalt, Contractor Haul-off** (Item 4.9.2.): Milling of asphalt surfaced streets to a depth prescribed by the County. Typical applications will be 1-3" deep depending on conditions. Contractor will be responsible for haul-off and retainage of millings.
- 2.1.3. **Surface Milling, Butt-Joint** (Item 4.9.3.): Milling of butt-joints at driveways, intersections, and project terminus. This milling may occur in asphalt or concrete pavements. Width of butt joints will typically be 72 inches on intersecting public roads; 24" on driveways.
- 2.1.4. **Rock Driveway Transitions** (Item 4.9.4.): This item will use compacted 1" minus aggregate to create transitions between new pavement surface and existing gravel driveways.
- 2.1.5. **Temporary Centerline Markers** (Item 4.9.5.): Reflector type temporary centerline markers will be placed on 40' centers delineating lanes of traffic following a resurfacing project.
- 2.1.6. **Mobilization- Surface Milling** (Item 4.9.6.): This item will be paid to the contractor for each mobilization request (project) that will require use of items: 4.9.2., 4.9.9., 4.9.10., and/or 4.9.11. Since generally the same equipment will be used for any of the above mentioned bid items, this mobilization charge will be paid only once per project, even in the event that multiple Surface Milling bid items are utilized (ex., if Surface Milling, Asphalt, Contractor Haul-off and Surface Milling, Concrete, Contractor Haul-off are both used on the same project, one mobilization charge will be paid.). It is not the intent of this contract to pay this mobilization bid item for use of bid item 4.9.3., Surface Milling, Butt-Joint, as that work is typically performed with more easily accessible equipment that is commonly on the work site already.
- 2.1.7. **Mobilization – Small Quantity** (Item 4.9.7.): This item will be paid to the contractor for each mobilization request (project) if at least one of the following conditions are true:
- 1.) If item 4.9.1. was used and the project required less than 300 tons of item 4.9.1.
 - 2.) the total cost of the project was less than \$20,000.00.
- If neither of these two conditions are true of the project, this mobilization charge will not be paid. The purpose of this item is to pay the contractor for mobilizing for a small project and accounting for all those costs that are generally combined with the cost of items 4.9.1.. For example, (extreme case) the County requests mobilization for installation of 1 ton of asphalt.
- 2.1.8. **Tack Coat, Trackless Tack** (Item 4.9.8.): This item will be used to pay for tack coat used prior to the initial lift of Asphalt Overlay as well as any additional lifts, if used. The bidder should not include the cost of tack coat in the Asphalt Overlay bid items. Material to be used shall be NTQS-1HH (Trackless Tack), SS-1VH, or approved equal. Material shall be applied per manufacturer's recommendations. Application rate shall be per manufacturer's recommendation
- 2.1.9. **Surface Milling, Asphalt, County Haul-off** (Item 4.9.9.): Milling of asphalt surfaced streets to a depth prescribed by the County. Typical applications will be 1-3" deep depending on conditions. County will be responsible for haul-off and retainage of millings.

- 2.1.10. **Surface Milling, Concrete, Contractor Haul-off** (Item 4.9.10.): Milling of concrete surfaced streets to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. Contractor will be responsible for haul-off and retainage of millings.
- 2.1.11. **Surface Milling, Concrete, County Haul-off** (Item 4.9.11.): Milling of concrete surfaced streets to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. County will be responsible for haul-off and retainage of millings.
- 2.1.12. **Dig Out Repair, Asphalt, Typical** (Item 4.9.12.): Dig-Out-Repair as shown in attached ‘Dig Out and Repair Detail, Revised 8-16-10’. This repair consists of excavation of existing material to 16 inches below existing surface, replaced with woven geotextile fabric, two 6 inch lifts of compacted 1.5” minus aggregate, one four inch lift of compacted bituminous base to existing pavement surface. See attached detail.
- 2.1.13. **Dig Out Repair, Asphalt, Hasty** (Item 4.9.13.): Dig-Out-Repair which will typically be used in the event of a ‘blow-up’ of existing asphalt pavement during paving operations. Contractor will remove loose material until stable material is reached. Excavated area will be filled with BP-2 asphalt pavement compacted in maximum 4-inch lifts to match existing surface. This item will be paid by hour of time spent performing this work, in half hour increments. Material will be paid for with Item 4.9.1..
- 2.1.14. **Dig Out Repair, Concrete, Hasty** (Item 4.9.14.): Dig-Out-Repair which will typically be used in the event of a ‘blow-up’ of existing concrete pavement during paving operations. Contractor will remove unstable concrete pavement and unsuitable base material until stable material is reached. The excavated area will be filled with BP-2 asphalt pavement compacted in maximum 4 inch lifts to match existing surface. This item will be paid by hour of time spent performing this work, in half hour increments. Material will be paid for with Item 4.9.1..
- 2.1.15. **Restoration** (Item 4.9.15.): This item will typically be used to restore roadside areas that are disturbed due to dig-out repairs. For such dig-out repairs, this item will be paid at 1’ width the entire length of the repair; additional restoration outside of the 1’ width will be contractor’s responsibility.
- 2.1.16. **Tack Coat** (Item 4.9.16): This item will be used to pay for tack coat used prior to the initial lift of Asphalt Overlay as well as any additional lifts, if used. The bidder should not include the cost of tack coat in the Asphalt Overlay bid items. Material shall be diluted asphalt emulsion such as SS-1, SS1-h, SCC-1 and CSS-1h or approved equal. Material shall be applied per Missouri Standard Specifications for Highway Construction, 2011.
- 2.1.17. **Tack Coat, Vertical Faces** (Item 4.9.17.): This item will be paid to the contractor for each linear foot of vertical face tack oil applied to up to a height of 4” using tack oil as described in item 4.9.16.. If height of vertical face is greater than 4”, additional quantity of this item will be paid to contractor for remaining height of vertical face to which tack oil is applied up to 4”. That is, if 6” of vertical face has tack oil applied to it for 1,000 linear feet, the contractor will be paid for 2,000 linear feet of this item. Contractor will take precautions to minimize errant applications to unintended surfaces, and will be responsible for cleaning such at County’s discretion.
- 2.1.18. **Tack Coat, Trackless Tack, Vertical Faces** (Item 4.9.18.): This item will be paid to the contractor for each linear foot of vertical face tack oil applied to up to a height of 4” using tack oil as described in item 4.9.8. If height of vertical face is greater than 4”, additional quantity of this item will be paid to contractor for remaining height of vertical face to which tack oil is applied up to 4”. That is, if 6” of vertical face has tack oil applied to it for 1,000 linear feet, the contractor will be paid for 2,000 linear feet of this item. Contractor will take precautions to minimize errant applications to unintended surfaces, and will be responsible for cleaning such at County’s discretion.

- 2.1.19. **BP-2, Virgin Unit Price Increase** (Item 4.9.19.): At the County’s discretion, in lieu of the R.A.P. mix used in bid item 4.9.1. it may elect to use a Virgin BP-2 Asphalt mix that meets the requirements below:

Plant mix pavement in conformance with Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix will contain no recycled asphalt pavement or shingles. Contractor must submit a MoDOT approved Job Mix Formula no more than three years old. At County’s discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course, surface course, etc.). Contractor shall be responsible for sweeping or other means necessary for cleaning of the street prior to performing this item.

The use of this item will likely result in an increased cost versus the R.A.P. mix. As such, the contractor shall indicate the amount of increase in unit cost for its use

- 2.1.20. **Additional Work:** (Item 4.11.): Contractor selected for this contract should **submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.** Under direction of Engineer or his appointees, contractor shall perform said needed work and account for equipment and labor utilized from said schedule and submit invoice for said work upon completion of project. Any material used to perform said work with no corresponding bid item in this contract shall be billed to the county for actual cost plus 20%.
- 2.2. **Scope** – There is no minimum quantity of work expressed or implied associated with this contract. However, the below table shows the work intended to be completed with this contract in 2019.
- 2.2.1. **Intended work: (*Note – This list shows the County’s intended use for this contract at this time and is subject to change. Actual work that is performed may be more or less. No guarantee of quantities is implied.)**

	Asphalt	Surface Milling
2019 Projects	Ton	SY
Old Plank Rd. Subdivision	750	0
Liberty Ln.	2,700	125
Wagon Trail Rd.	1,850	500
Rangeline Rd. (Richland to WW)	3,100	450
Country Farms Subdivision	1,900	0
North Brown Station Rd. (Heller to City Limits)	675	250
Riviera Dr.	75	650
Total	11,050	1,975

- 2.3. **CONTRACT DURATION** - The contract shall be effective from the date of award through December 31, 2019.
- 2.4. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period.
- 2.5. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of twelve (12) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.6. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.7. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.

- 2.8. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.
- 2.9. **SPECIAL PROVISIONS**
- 2.9.1. **Asphalt Cement Price Index**

2.9.1.1. If the bidder so chooses, asphaltic pavement and base mixes are eligible for the following price adjustment. This adjustment will apply only to the percentage of virgin asphalt cement actually placed on the job, excluding RAP or RAS, and will be calculated using the following formula: $A = (B \times C) \times (D - E)$

2.9.1.2. Where:

- A = Adjustment
 B = Tons of mix placed
 C = % of virgin asphalt binder as listed in the job mix formula
 D = monthly price for the month prior to mix placement
 E = monthly price for the month prior to bid submission

2.9.1.3. The monthly asphalt prices will be those shown in the Dollar/Ton column of the “Asphalt Price Index” table posted at MoDot.org – Bidding-Road & Bridge Construction Bidding Opportunities – Online Plan Rooms – Asphalt Price Index - on MoDOT’s website, also currently located at: http://www.modot.org/eBidLettingPublicWeb/viewStream.do?documentType=general_info&key=658 All prices will be for the entire month regardless of when posted. Separate adjustments will be calculated for each month in which the bidder places eligible material.

Calculation Examples

This table is fictional, but it resembles the table found at the above MoDOT website.

Asphalt Price Index	
2015	PG 64-22 Dollar/Ton
January	\$450.00
February	\$510.00
March	\$520.00
April	\$530.00
May	\$520.00
June	\$500.00
July	\$480.00
August	\$475.00
September	\$450.00
October	\$425.00
November	\$420.00
December	\$400.00

Example #1

The contract was bid in March 2015. 1,000 tons of BP-2 were placed during October 2015. Job mix called for 5.0% virgin AC. No RAP was used.

B = 1,000 C = 5.0% D = 450.00 E = 510.00

$A = (1,000 \times 0.050) \times (450.00 - 510.00) = -3,000$

Adjustment = \$3,000 Deduct

Example #2

The contract was bid in February 2015. 1,000 tons of BP-2 were placed during July 2015. 2,000 tons of BP-2 were placed during August 2015. Job mix called for a mix with 4.5% virgin AC and 1.0% AC from RAP.

$$B_1 = 1,000 \quad C = 4.5\% \quad D_1 = 500.00 \quad E_1 = 450.00$$

$$A_1 = (1,000 \times 0.045) \times (500.00 - 450.00) = 2,250$$

$$B_2 = 2,000 \quad C = 4.5\% \quad D_2 = 480.00 \quad E_2 = 450.00$$

$$A_2 = (2,000 \times 0.045) \times (480.00 - 450.00) = 2,700$$

$$\text{Adjustment} = A_1 + A_2 = 2,250 + 2,700 = \$4,950 \text{ Increase}$$

- 2.9.2. **Warm Mix Asphalt:** The use of Warm Mix Asphalt is allowed as part of this contract. No unit priced deductions will be given for its use.
- 2.9.3. **Vibratory Screed:** Contractor is required to use an asphalt paver equipped with a vibratory screed for all work performed under this contract. Said vibratory screed shall be functional, calibrated for the material and conditions of the project, and turned on at all times during paving operations.
- 2.9.4. **Tack Coat:** (Taken from MoDOT Engineering Policy Guide Section 407.1.4)

Application (Sec 407.4.2) If the tack coat is too heavy or too light, an inadequate bond is created and the mat may slip during compaction, which results in shoving and checking. In addition, a slippage failure (cracking) may occur after the pavement has been subjected to traffic. Bleeding may also occur if the tack coat is too heavy.

The tack coat must be uniformly applied to the existing surface at the rate specified in the contract. Generally, the application rate between the existing pavement and the first lift should be in the range of 0.05 to 0.10 gal/yd² *(Residual AC Content). It is strongly recommended to apply a light tack coat between each lift of bituminous pavement. The application rate between lifts should be in the range of 0.02 to 0.05 gal/yd² *(Residual AC Content).

Depending on the condition of the existing surface, the application rate may need to be adjusted from the specified rate. This is acceptable as long as approval is obtained from the RE and the rate is within the applicable range mentioned above. For example, an open textured surface, such as an SP250 mix, requires more tack than a surface that is tight or dense, such as an SP125 mix. A milled surface requires additional tack because of the increased surface area (from the grooves left by the cutting teeth on the milling machine). A dry, aged pavement also requires a heavier tack coat than a newer pavement. These conditions, and any other possibilities, must be considered when a tack coat is applied.

There is no requirement governing the overlap of a tack coat. However, the best results are generally obtained with a double or triple lap. Therefore, the height of the spray bar on the distributor should be adjusted accordingly.

The tack coat must be allowed to break (cure) prior to spreading mix. Shortly after the tack coat has been applied, its color will change from brown to black as the water in the emulsion begins to evaporate. The emulsion also becomes "tacky" to the touch. The amount of time it takes for the tack coat to break depends on the type and grade of emulsion used, the application rate, the temperature of the existing surface, and the environmental conditions. The tack coat is said to have "set" once all of the water in the emulsion has evaporated. Typically, an emulsion sets in 1 to 2 hours. If there is reason to believe that the tack coat is being diluted with a material other than water or that the dilution rate is other than what has been reported, a sample should be taken and shipped to the Central Laboratory.

Tack (Sec 407.4.2.1) It is extremely important that the tack coat remains on the existing surface in order to create an adequate bond between the existing surface and the mat. Usually, tack is only applied within the length of the lane drop. The tack coat should be allowed to set before it is subjected to construction traffic. Otherwise, the vehicle tires will pick up the tack. At the very least, the amount of construction traffic, including haul trucks, should be minimized.

The tacked surface should be covered with mix the same day. If this is not possible because of equipment problems (plant or paver breakdowns), sand must be lightly distributed over the tacked surface before opening to traffic. This will "blot" the tack, preventing it from being picked up by the traffic, and provide friction to the surface. When paving resumes, the excess sand must be removed before the mix is spread.

Purpose (Sec 407.3.1) The purpose of the tack coat is to improve the bond between the existing surface and the roadway pavement. A tack coat shall be applied to provide a bond between old and new wearing courses. The best results occur when the tack is applied to a dry and clean surface, free of loose material.

Application Rates (Section 407.3.2) The application rate will vary from 0.03 to 0.15 gal/yd² *(Residual AC Content), depending on the condition of the old pavement surface. The pavement course surface should be evaluated to determine the amount of tack to be applied. A viscous material should be used because very little penetration of the asphaltic oil into the pavement surface is expected. The tack coat should be allowed to become tacky or sticky before the surface course is laid. Emulsions are recommended for tacking on heavily traveled routes. Too much tack can create a slippage plane between the old pavement and the new pavement overlay as the tack coat acts as a lubricant instead of an adhesive. Also too much tack could result in bleeding of the tack through to the new overlay surface, which can produce a slick pavement condition. After application of the tack, time must be allowed for the tack to break. Breaking is the phenomenon when the asphalt and water in the emulsion separate, beginning the curing process (brown to black color). Traffic should be kept off the tacked area.

Products (Section 407.3.3) Asphalt emulsions commonly used for tack coats are diluted SS-1, SS-1h, SCC-1 and CSS-1h. Refer to Standard Specification Section 407 for additional information regarding tack coats.

- 2.9.5. When performing Surface Milling operations, Contractor may encounter paving fabric (PetroMat, GlasPave, TruPave, etc.) that was installed as part of prior projects. No additional payment will be made due to such situation.
- 2.9.6. **Traffic Control** - The contractor shall be responsible for traffic control for all projects performed under this contract. Traffic control shall be consistent with the MUTCD. Traffic control will be incidental to the work being done which requires traffic control.
- 2.9.7. Temporary asphalt transition ramps to accommodate traffic flow on surface and butt joint milled areas will be incidental to those items.
- 2.9.8. Unless prior authorization is given by the County, Milling operations should be performed within 48 hours prior to placement of asphalt material when applicable.
- 2.10. **Warranty** - The contractor shall warranty both the labor and material for a period of one year from the date of application.

- 2.11. **Projects will be inspected by department personnel.**
- 2.12. **BIDDERS EXPERIENCE AND QUALIFICATIONS – The bidder must be approved to perform work under MODOT contracts.** The bidder shall include in the response, written documentation on their qualifications to perform the type of work described in this contract, and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of Attachment A.
- 2.13. **SCHEDULING** – It is anticipated that the County will provide the Contractor a list of projects to be completed as part of this contract in May of the current year with an anticipated date when each project will be finished being prepped by Boone County personnel, and ready for the projects. The County will then give the Contractor a notice to proceed on each project when preparations are complete. The contractor will be required to complete all such projects prior to October 1st of the current year but will not be left with less than 60 calendar days to complete the projects. The contractor shall notify the County not less than 14 Calendar days prior to the beginning of a particular project, unless a shorter amount of time is acceptable to County personnel. In the event that the County requests additional work outside of the initial request noted above, the Contractor will be required to begin said additional work within 30 calendar days of said request.
- 2.14. **PREVAILING WAGE** - Not less than prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. **Prevailing Wage Order Number 25** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.15. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.
- 2.15.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work. and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers 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.
- 2.15.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it 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 \$3,000,000.00 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

- 2.15.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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; non-owned and both on and off the site of work.
- 2.15.4. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.15.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.16. **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.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

- 2.17. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.18. **SETTLEMENT OF CLAIMS AFFIDAVIT** - Prior to the release of contract amount, contractor shall file with the County, an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;
- 2.19. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management – Engineering Division at the following address: Boone County Government Center, 801 East Walnut, Room 315 Columbia, MO 65201. Payment shall be made within 30 days of receipt of a correct invoice.
- 2.19.1. **ACH Payment** - Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.20. **DESIGNEE** – Boone County Resource Management – Engineering Division
- 2.21. **Overhead Line Protection: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line.** 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.22. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- 2.23. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**

- 2.24. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.25. **Employment of Unauthorized Aliens Prohibited**
- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
 - (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
 - (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.26. **Payment Bond** – Contractor shall provide the County with a Payment Bond on form provided by County whenever the work associated with a mobilization under this Contract is projected to exceed \$50,000.00. Contractor shall provide the Payment Bond within thirty (30) days of request by County. No additional payment will be made to the contractor for the procurement of the Payment Bond. It should be incidental to all bid items.

3. Response Presentation and Review

-
- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your 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" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **THREE (3) COMPLETE COPIES** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve 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** - We reserve 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** - Our 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 on qualifications and will use the quantities in Section 2.2.1, or current anticipated work list, to evaluate pricing of **Total Major Use** items.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

County of Boone**Purchasing Department****4. Response Form**

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Email Address: _____

4.7. Federal Tax ID: _____

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

4.8. Prompt Payment Terms: _____

4.8.1. Will you accept automated clearinghouse (ACH) for payment of invoices? _____

4.9. PRICING

Major Use Items					
Item No.	Description	Unit	Qty	Unit Price	Total
4.9.1.	Asphalt, BP-2, RAP	Ton	11,050	\$	\$
4.9.2.	Surface Milling, Asphalt, Contractor Haul-off	SY	1,975	\$	\$
4.9.3.	Surface Milling, Butt-Joint	SY	575	\$	\$
4.9.4.	Rock Driveway Transitions	Ton	225	\$	\$
4.9.5.	Temporary Centerline Markers	EA	750	\$	\$
4.9.6.	Mobilization: Surface Milling	EA	5	\$	\$
4.9.7.	Mobilization: Small Quantity	EA	1	\$	\$
4.9.8.	Tack Coat, Trackless Tack	SY	200,900	\$	\$
Total Major Use Items					\$

Minor Use Items			
Item No.	Description	Unit	Unit Price
4.9.9.	Surface Milling, Asphalt, County Haul-off	SY	\$
4.9.10.	Surface Milling, Concrete, Contractor Haul-off	SY	\$
4.9.11.	Surface Milling, Concrete, County Haul-off	SY	\$
4.9.12.	Dig-Out Repair, Asphalt, Typical	SY	\$
4.9.13.	Dig-Out Repair, Asphalt, Hasty	HR	\$
4.9.14.	Dig-Out Repair, Concrete, Hasty	HR	\$

4.9.15.	Restoration	SF	\$
4.9.16.	Tack Coat	SY	\$
4.9.17.	Tack Coat, Vertical Faces	LF	\$
4.9.18.	Tack Coat, Trackless Tack, Vertical Faces	LF	\$

Item Unit Price Increase			
Item No.	Description	Increase to Bid Item for use	Unit Price Increase
4.9.19.	BP-2, Virgin	4.9.1. - Asphalt, BP-2, RAP	\$

Bid Total	\$
------------------	----

4.10. **Optional Asphalt Cement Price Index Provision** (Section 2.9.1.3. of bid document) Failure by the bidder to check an option will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

Check One:

_____ **ACCEPT** _____ **DO NOT ACCEPT**

4.11. **Additional Work (2.1.20.)** Contractor selected for this contract should submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.

Please attach schedule of equipment / labor rates to bid response.

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

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____

4.13. **Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

_____ **YES** _____ **NO**

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____

(Title of Person Signing)

of _____ (Name of

Bidder)

that all statements made and facts set out in the bid for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

(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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

**BOONE COUNTY COMMISSION
CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

County Bid Number _____

Vendor Job Number _____

Job Location _____

_____, 20_____

To the Boone County _____ Department
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Contractor

By _____
(Signature)

(Title)

State of _____

County of _____ ss.

Subscribed and sworn to before me this _____ day of
_____, 20____, at _____

Notary Public

(SEAL)
My Commission expires _____, 20_____

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____, 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20____.

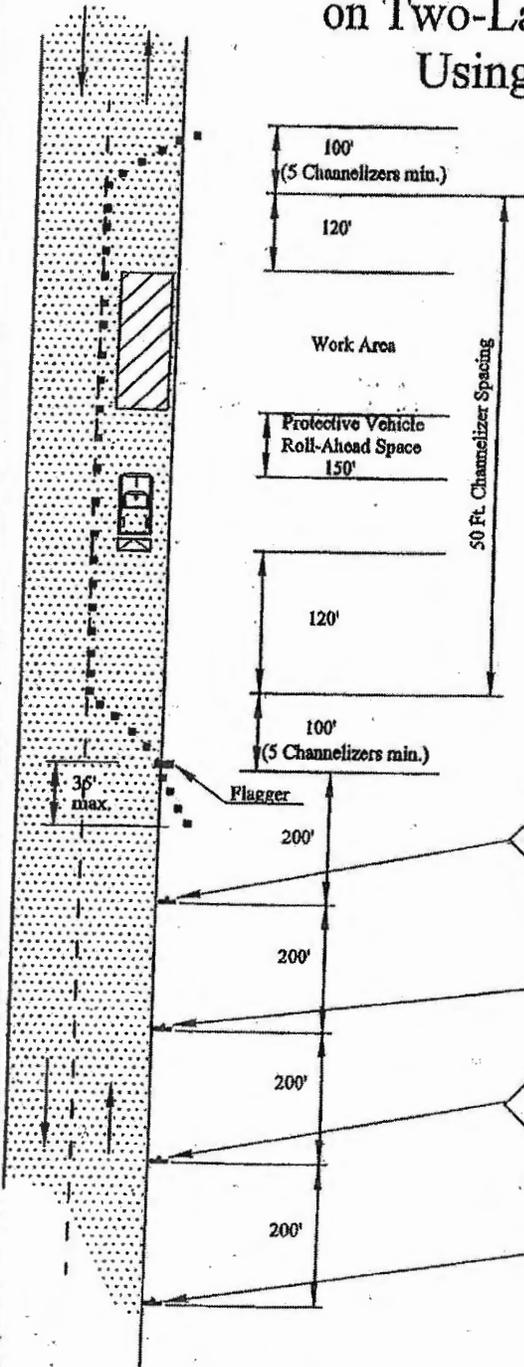
Signature

Subscribed and sworn to me this _____ day of _____, 20____.

My commission expires _____, 20____.

Notary Public

Low Volume Lane Closure on Two-Lane Highway Using Flaggers



Notes:

When a temporary road closure is needed, both directions may be stopped at the same time up to a maximum of 20 minutes.

The protective vehicle may be eliminated if adequate sight distance exists and the work vehicle uses activated rotating lights.

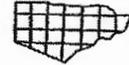
For mobile operations where workers are on foot and move with the operation, channelizers may be reduced or eliminated.

Additional warning signs shall be erected at each intersection with another roadway within the work zone. Upon the discretion of the supervisor, additional warning signs may be erected at other intersections within the work zone.

For mobile operations, spacing between flagger and FLAGGER AHEAD sign shall not exceed one mile.

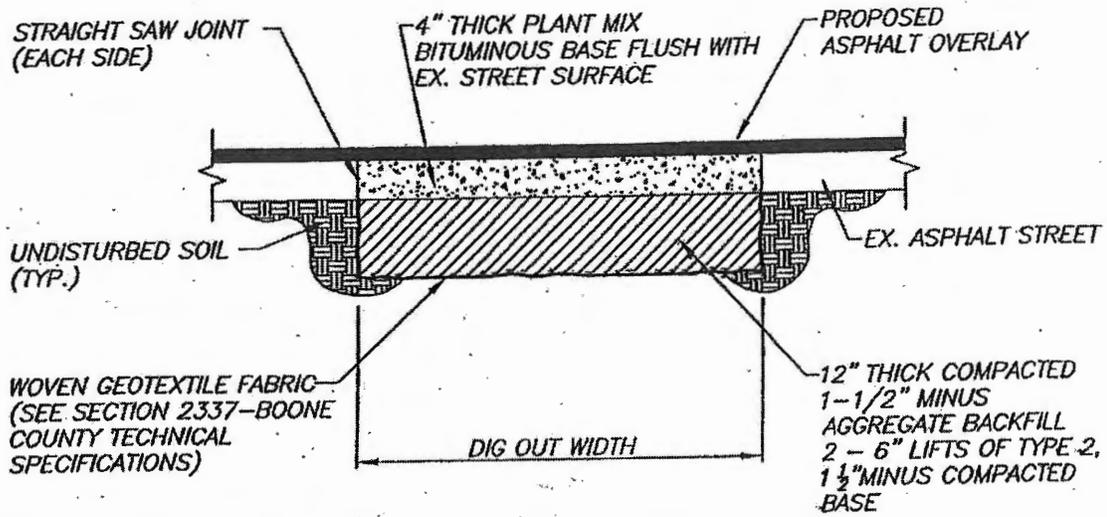
See MUTCD and MODO T Regulations for additional applicable details, notes, and definitions.

Paving Improvements Traffic Control Detail Sheet



DESIGN AND CONSTRUCTION DEPT.
5551 HIGHWAY 83 SOUTH
COLUMBIA, MISSOURI 65201-9711
PHONE (573) 440-8515
FAX (573) 875-1602

PROJECT No.	
DATE	3/22/10
SCALE	Not to Scale
DESIGN BY	A D
DRAWN BY	TC
CHECKED BY	
SHEET 1 OF 1	



Notes:

1. Sawcut area designated by Boone County Public Works.
 2. Excavate to a Minimum of 16" Depth**
 3. Compact Bottom and Place Woven Fabric.
(Mirafi 600X or Approved Equal.)
 4. Place Two (2) 6" Lifts of Type 2 , 1 1/2" Minus Compacted Base.
 5. Place 4" Lift of Compacted Bituminous Base on Primed Base Rock. Finish shall be flush with road surface and have a smooth ride.
 6. Additional Depth shall be backfilled with Type 2 , 1 1/2" Minus Compacted Base. 6" Maximum per Lift.
 7. Base **MUST** be approved by Inspector **BEFORE** placement of Fabric and Rock.
 8. Contractor shall remove and dispose of all materials excavated from the repair area.
- ** Additional Depth shall be paid by the Cubic Yard as per the Bid Form.

Dig Out and Repair Detail

Not To Scale

Revised: 8-16-10



"No Bid" Response Form

Boone County Purchasing
613 E. Ash St., Room 111
Columbia, MO 65201

Robert Wilson, Buyer
(573) 886-4393 – 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, email, or fax.

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

Bid: 15-21MAR19 – 2019 Mill & Overlay Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 25

Section 010

BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Matt Cowell, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.70	55	60	\$23.17
Boilermaker	6/18		\$37.91	57	7	\$29.38
Bricklayer and Stone Mason	6/18		\$30.00	59	7	\$18.19
Carpenter	6/18		\$26.15	60	15	\$17.10
Cement Mason	6/18		\$28.53	9	3	\$12.92
Communication Technician	6/18		\$32.50	28	7	\$13.50 + 13%
Electrician (Inside Wireman)	6/18		\$32.50	28	7	\$13.50 + 13%
Electrician (Outside-Line Construction\Lineman)			\$44.56	43	45	\$5.75 + 36%
Lineman Operator			\$38.35	43	45	\$5.75 + 36%
Groundman			\$29.48	43	45	\$5.75 + 36%
Elevator Constructor		a	\$47.07	26	54	\$33.275
Glazier	6/18		\$27.56	122	76	\$12.74
Ironworker			\$29.49	11	8	\$25.96
Laborer (Building):						
General			\$23.71	42	44	\$13.84
First Semi-Skilled			\$25.71	42	44	\$13.84
Second Semi-Skilled			\$24.71	42	44	\$13.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/18		\$26.03	60	15	\$17.10
Marble Mason			\$22.24	124	74	\$13.05
Marble Finisher			\$14.35	124	74	\$9.52
Millwright	6/18		\$27.17	60	15	\$17.10
Operating Engineer						
Group I	6/18		\$29.16	86	66	\$27.17
Group II	6/18		\$29.16	86	66	\$27.17
Group III	6/18		\$27.91	86	66	\$27.17
Group III-A	6/18		\$29.16	86	66	\$27.17
Group IV	6/18		\$26.93	86	66	\$27.17
Group V	6/18		\$29.86	86	66	\$27.17
Painter	6/18		\$23.93	18	7	\$12.74
Pile Driver	6/18		\$27.17	60	15	\$17.10
Pipe Fitter		b	\$39.25	91	69	\$27.18
Plasterer	6/18		\$27.02	94	5	\$12.97
Plumber		b	\$39.25	91	69	\$27.18
Roofer \ Waterproofor			\$29.55	12	4	\$16.04
Sheet Metal Worker			\$31.55	40	23	\$17.88
Sprinkler Fitter - Fire Protection	6/18		\$35.84	33	19	\$21.42
Terrazzo Worker			\$29.55	124	74	\$14.76
Terrazzo Finisher			\$19.22	124	74	\$14.76
Tile Setter			\$22.24	124	74	\$13.05
Tile Finisher			\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

**REPLACEMENT PAGE
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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

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NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

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BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall receive eight (8) hours pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall receive (8) hours pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

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NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.51 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.87 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

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NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

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NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 122: Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

BOONE COUNTY BUILDING CONSTRUCTION - HOLIDAY SCHEDULE

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, it will be celebrated on Saturday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

NO. 44: All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

BOONE COUNTY BUILDING CONSTRUCTION - HOLIDAY SCHEDULE

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a makeup day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

Heavy Construction Rates for
BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/18	\$31.73	23	16	\$17.10
Electrician (Outside-Line Construction\Lineman)		\$44.56	9	12	\$5.75 + 36%
Lineman Operator		\$38.35	9	12	\$5.75 + 36%
Lineman - Tree Trimmer	6/18	\$24.53	32	31	\$11.44 + 3%
Groundman		\$29.48	9	12	\$5.75 + 36%
Groundman - Tree Trimmer	6/18	\$18.14	32	31	\$8.42 + 3%
Laborer					
General Laborer	6/18	\$29.26	2	4	\$13.82
Skilled Laborer	6/18	\$29.26	2	4	\$13.82
Millwright	6/18	\$31.73	23	16	\$17.10
Operating Engineer					
Group I	6/18	\$28.34	21	5	\$27.06
Group II	6/18	\$27.99	21	5	\$27.06
Group III	6/18	\$27.79	21	5	\$27.06
Group IV	6/18	\$24.14	21	5	\$27.06
Oiler-Driver	6/18	\$24.14	21	5	\$27.06
Pile Driver	6/18	\$31.73	23	16	\$17.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$29.87	25	21	\$12.85
Group II		\$30.03	25	21	\$12.85
Group III		\$30.02	25	21	\$12.85
Group IV		\$30.14	25	21	\$12.85

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

BOONE COUNTY HEAVY CONSTRUCTION - OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

BOONE COUNTY HEAVY CONSTRUCTION - OVERTIME SCHEDULE

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

BOONE COUNTY HEAVY CONSTRUCTION - HOLIDAY SCHEDULE

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

180-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 25th day of April 20 19

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

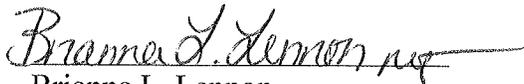
Now on this day, the County Commission of the County of Boone does hereby award bid 04-15FEB19 – Inmate Hygiene and Other Supplies for the Boone County Sheriff’s Department to the following:

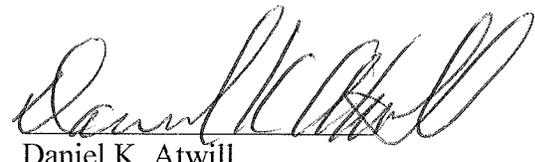
- Bob Barker Company
- Charm-TEX
- ICS Jail Supplies, Inc.
- Victory Supply, LLC

Terms of the award are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements.

Done this 25th day of April 2019.

ATTEST:

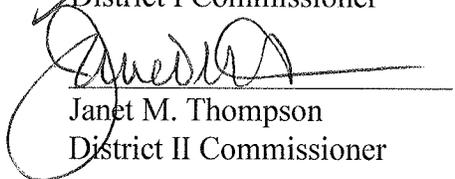

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: April 11, 2019
RE: Contract# 04-15FEB19 – Inmate Hygiene and Other Supplies for the Boone County Sheriff's Department

Request for Bid 04-15FEB19 solicited bids for Inmate Hygiene and Other Supplies for the Boone County Sheriff's Department. Eight bids were received. A total of four contracts will be awarded for the specific line items for which the bidders were the lowest and best bid. The bid tabulation and evaluation documentation follow this memo.

The contract period will run from Date of Award through March 31, 2020, and there are three (3) one-year renewal options available after this initial period.

Payments will be paid from the following funds/accounts:

- Fund 1255 Corrections/Account 23025 – Resident Supplies: \$ 30,200.00
- Fund 1255 Corrections/Account 23026 – Intake/Indigent Supplies: \$ 8,744.00

/lp

Attachments

cc: Leasa Quick, Sheriff's Department
Contract File #04-15FEB19

Cost Evaluation: RFB 04-15FEB19 - Inmate Hygiene and Other Supplies GRAND TOTALS PRICES	ICS Jail Supplies, Inc.	Victory Supply LLC	Uniform Manufacturing Inc.	Goaltex Corporation	Pyramid School Products	Phoenix Trading, Inc. dba Americare Products, Inc.	Bob Barker Company	Charm-Tex
4.10.1 Mattress Minimum 25" W X 75" L X 4" H Cover and batting meet/exceed federal correctional flammability standards (16 CFR Part 1633, DDC Federal Flammability 1F-4-72, and California Technical Bulletins 129 and 603)	\$ 9,049.93	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 6,291.03	\$ 8,287.82
4.10.2 Mattress Cover Heavy-duty vinyl laminate - must slip-over/fit mattress specified above (item for easy-on/off use; flame resistant, mildew and water resistant - wipes clean with soap and water	NR - See File Memo	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 372.42	\$ 409.36
4.10.3 Pillow Minimum 20" X 26" full size pillow, minimum 3-ply vinyl cover, dark green, wipes clean, includes tear- resistant cover; flame resistant 100% polyester fiber pillow	NR - See File Memo	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 232.89	NR - See File Memo
4.10.4 Wool Blanket Grey woven wool blanket Minimum 48" each Overstitched all sides Fire-resistant in accordance with federal standard 16 CFR Part 1610. Washable and dryable Minimum 66"X90" Acceptable minimum wool content: 52%	\$ 340.68	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 305.59	\$ 261.01
4.10.5 Poly-cotton, Durable Prison Blanket Minimum 55% polyester/30% acrylic/ 10% cotton/ 5% other fibers, minimum 60" X 90" size, safe and fire resistant, meets/exceeds the ASTM D4151 flammability test, strong, durable, seamless construction with stitching on all four-sides to prevent unraveling, soft/plush feel, Grey with blue striping, individually packed in a poly bag, sold individually or per case of 12	\$ 330.97	NR - See File Memo	No Bid	No Bid	No Bid	No Bid	\$ 343.76	\$ 300.83
4.10.6 Heavy Duty Sandal One-piece molded PVC vinyl construction, soft and flexible for indoor and outdoor use. No air pocket in sole. Durable and long-lasting. Sizes: 6-16	\$ 7,231.39	\$ 5,243.62	\$ 8,090.88	\$ 10,181.81	No Bid	No Bid	\$ 5,449.25	\$ 5,309.64
4.10.7 Shower Sandal Everyday PVC Sandal No-Skid Form-fitting, prevents slippage Flexible Bi-check (or eq jail) to reduce odors Mildew resistant	\$ 111.91	NR - See File Memo	\$ 125.22	No Bid	No Bid	No Bid	\$ 204.20	No Bid

Cost Evaluat on: RFB 04-15FEB19 - Inmate Hygiene and Other Supplies GRAND TOTALS PRICES	ICS Jail Supplies, Inc.	Victory Supply LLC	Uniform Manufacturing Inc.	Goaltex Corporation	Pyramd School Products	Phoenix Trading, Inc. dba Americare Products, Inc.	Bob Barker Company	Charm-Tex
4.10.8 Every-day Wear Clog Designed for comfortable all-day ear Convertible non-metal riveted heel strap Vented to promote airflow in the tow-box Cushioned sole Defined outside ridges for non-slip, surface-gripping traction Water-resistant and non-marking Color: Black Packaging: 12 pair/case	\$ 453.49	\$ 631.58	No Bid	No Bid	No Bid	No Bid	\$ 321.30	\$ 642.42
4.10.9 Sweatpants Adult Grey cotton/poly blend Elastic cuffs No drawstring and no pockets Minimal shrinkage Sizes: S-3XL	\$ 1,620.85	\$ 852.52	\$ 1,036.95	No Bid	No Bid	No Bid	\$ 731.14	\$ 1,108.80
4.10.10 Sweatshirt Adult crew neck pullover Grey cotton/poly blend Collar, Cuffs and waistband shall be cover seamed and ribbed with elastic cuff and waistband Minimal shrinkage No hood, no drawstring and no pockets Sizes: S-3XL Price per each	\$ 214.30	\$ 131.38	\$ 148.78	No Bid	No Bid	No Bid	\$ 102.20	\$ 169.85
4.10.11 T-shirt Minimum 5-oz. Medium weight 100% Cotton Maroon No-Pocket T-shirt Double-needle cover-stitched front neck Seamless ribbed collar with shoulder-to-shoulder tape Double-needle stitched bottom hem and sleeves Sizes: S-3XL	\$ 245.20	\$ 140.35	\$ 140.61	No Bid	No Bid	No Bid	\$ 104.45	\$ 171.80
4.10.12 Women's Underwear Poly/cotton blend Brief-style with double panel crotch with soft knitted leg and waistband for snug, comfortable fit. Shall withstand several washings/dryings Sizes: S-3XL, size S-size 18 Packaging: 12/pack TIE BID - SEE FILE MEMO	\$ 1,221.00	NR - See File Memo	\$ 858.93	No Bid	No Bid	No Bid	NR - See File Memo	\$ 858.93
4.10.13 Toothpaste Minimum 1.5 oz. fluoride toothpaste Mint, white All plastic tube with twist cap No animal fat or by-products, and no alcohol	\$ 3,974.37	No Bid	No Bid	No Bid	No Bid	\$ 5,118.47	\$ 3,677.39	\$ 3,603.83
4.10.14 Toothbrush, 3.25" Super Shorty, minimum 25-tuft, nylon bristles, individually sealed in clear bags Brand reference: Bob Barker BB5725)	\$ 735.62	No Bid	No Bid	No Bid	No Bid	\$ 965.93	\$ 608.33	\$ 632.10

Cost Evaluation: RFB 04-15FEB19 - Inmate Hygiene and Other Supplies GRAND TOTALS PRICES		ICS Jail Supplies, Inc.	Victory Supply LLC	Uniform Manufacturing Inc.	Goaltex Corporation	Pyramid School Products	Phoenix Trading, Inc. dba Americare Products, Inc.	Bob Barker Company	Charm-Tex
4.10.15 Soap, Individually Wrapped Minimum 1.5 oz. bar deodorant bar soap No animal fat or by-products Packaging: 500/case	\$	6,232.61	No Bid	No Bid	No Bid	No Bid	\$ 6,866.21	NR - See File Memo	\$ 5,046.48
4.10.16 Soap, Unwrapped Minimum 1.5 oz. bar deodorant bar soap Antibacterial No animal fat or by-products Packaging: 500/case	\$	5,743.01	No Bid	No Bid	No Bid	No Bid	\$ 6,485.18	\$ 5,411.06	\$ 4,633.68
4.10.17 Shampoo Clear shampoo in clear bottle Quality shampoo Animal-fat free Individual Bottle: Minimum 2 fluid oz. 96 bottles per case	\$	8,838.50	No Bid	No Bid	No Bid	No Bid	\$ 12,387.13	\$ 8,144.29	\$ 7,459.21
4.10.18 Razor Single-stainless steel blade, clear plastic handle and razor head with clear removable safety cap, one-piece construction Packaged: 10 razors per package, 100 packages per box for 1,000 razors per case	\$	446.84	No Bid	No Bid	No Bid	No Bid	\$ 620.62	\$ 376.58	No Bid
4.10.19 Comb, Pocket Black Plastic Minimum 5" Packaging: 2,160/case	\$	482.87	No Bid	No Bid	No Bid	No Bid	\$ 576.03	\$ 467.45	No Bid
4.10.20 Cleaning Detergent Single Pack concentrated detergent/disinfectant, formulated to clean, disinfect, and deodorize hard surfaces in institutional settings. Fights mildew, bacteria and viruses. Kills HIV-1 on pre-cleaned surfaces Easy-to-use: one-packet is used in one-bucket of water to dilute - dissolves quickly in water Each packet makes 1-gallon of cleaning solution 180-packets in a resealable, recyclable plastic tubs		No Bid	No Bid	No Bid	No Bid	\$ 26,211.26	No Bid	\$ 18,957.52	\$ 23,766.53
4.10.21 ID Band with Fasteners Orange plastic polyethylene bracelet with metal fastener, stretch-resistant, can be written-on	\$	2,031.35	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 2,190.14	\$ 2,136.32

Cost Evaluation: RFB 04-15FEB19 - Inmate Hygiene and Other Supplies GRAND TOTALS PRICES		ICS Jail Supplies, Inc.	Victory Supply LLC	Uniform Manufacturing Inc.	Goaltex Corporation	Pyramd School Products	Phoenix Trading, Inc. dba Americare Products, Inc.	Bob Barker Company	Charm-Tex
4.10.22	ID Band Fastener Tool Compatible for use with above plastic ID band	\$ 317.02	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 334.36	\$ 386.57
4.10.23	Pens, Black-ink Jail safe flex pens, flexible and bendable, minimum 4.5" total length, black ink Price by the box/144 pens per box	\$ 3,322.67	No Bid	No Bid	No Bid	No Bid	\$ 5,749.10	\$ 2,860.86	\$ 3,560.83
4.10.24	Tamppons Bulk Sanitas Tampons Individually wrapped with cardboard applicator Regular 500/case Price by the case	\$ 3,245.72	No Bid	No Bid	No Bid	\$ 4,265.12	\$ 9,778.49	\$ 2,711.08	\$ 3,314.78
4.10.25	Sanitary Napkins, Bulk Minimum 8.5 inches long Center adhesive strip provides stay-in-place adhesion Individually folded and wrapped Packaging: 250/case Price per case	\$ 1,392.42	No Bid	No Bid	No Bid	\$ 2,206.53	\$ 1,348.49	\$ 663.90	\$ 846.06
4.10.26	Washcloths, Bath Economy Wash-cloths, Brown Minimum - 75# per dozen Minimum 12" X 12" 100% cotton, dense looped terry cloth Packaging: 12 per package *Price per each package/12 TIE BID - SEE FILE MEMO	\$ 145.90	\$ 139.05	NR - See File Memo	No Bid	No Bid	No Bid	\$ 139.05	\$ 201.24
4.10.27	Towels, Bath - Dozen Pack Economy Bath Towels White Minimum 6#/dozen Minimum 22" X 44" 100% cotton, dense looped terry cloth Packaging: 12/pack Price per pack of 12 *Price per each package/12	\$ 116.77	\$ 90.41	\$ 116.27	No Bid	\$ 193.11	No Bid	\$ 118.48	\$ 102.34
4.10.28	Towels, Bath - Bale Economy Bath Towels White Minimum 6#/dozen Minimum 22" X 44" 100% cotton, dense looped terry cloth Packaging: 12/pack	\$ 2,918.91	\$ 2,260.32	\$ 2,906.80	No Bid	\$ 3,907.70	No Bid	\$ 2,758.08	\$ 2,450.14
4.10.29	Miscellaneous items Not Specified Above Available in the Vendor's Current On-Line and Hard-Copy Catalog. Firm, fixed discount off current list price or MSRP, whichever is lower SEE FILE MEMO - Awarded to any bidder receiving an award for other line items	\$ 1,900.00	\$ 1,700.00	\$ 1,400.00	\$ 1,880.00	\$ 2,000.00	\$ 1,840.00	\$ 1,900.00	\$ 1,900.00

**PURCHASE AGREEMENT
FOR
INMATE HYGIENE AND OTHER SUPPLIES**

THIS AGREEMENT dated the 25th day of April 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Bob Barker Company** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Inmate Hygiene and Other Supplies**, County of Boone Request for Bid, bid number **04-15FEB19** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions, as well as the Contractor's bid response dated **February 11, 2019**, executed by **Melody Ballard**, on behalf of the Contractor, and e-mail clarification dated 2/26/19 from **Melody Ballard**. 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 the 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, Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period – The initial contract period shall be the **Date of Award through March 31, 2020**. The County shall have the option to renew the contract period for three (3) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following Inmate Hygiene and Other Supplies.

Inmate Hygiene and Other Supplies	
<p>4.10.1 Mattress Minimum 25" W X 75"L X 4"H Cover and batting meet/exceed federal correctional flammability standards (16 CFR Part 1633, DOC Federal Flammability FF-4-72, and California Technical Bulletins 129 and 603) Brand/Model/SKU: Flame-Chek Polyester Mattress PJM25754</p>	<p><u>\$33.52/Each</u></p>
<p>4.10.2 Mattress Cover Heavy-duty vinyl laminate – must slip-over/fit mattress specified above (item for easy-on/off use; flame resistant, mildew and</p>	<p><u>\$11.41/Each</u></p>

**PURCHASE AGREEMENT
FOR
INMATE HYGIENE AND OTHER SUPPLIES**

THIS AGREEMENT dated the 25th day of April 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Charm-Tex** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Inmate Hygiene and Other Supplies**, County of Boone Request for Bid, bid number **04-15FEB19** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions, as well as the Contractor's bid response dated **February 4, 2019**, executed by **Stan Danzger** on behalf of the Contractor, and e-mail clarification dated 2/28/19 from **Stan Danzger**. 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 the 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, Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period – The initial contract period shall be the **Date of Award through March 31, 2020**. The County shall have the option to renew the contract period for three (3) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following Inmate Hygiene and Other Supplies.

Inmate Hygiene and Other Supplies	
<p>4.10.4 Wool Blanket Grey woven wool blanket Minimum 4#'s each Overstitched all sides Fire-resistant in accordance with federal standard 16 CFR Part 1610, Washable and dryable Minimum 66"X90" Acceptable minimum wool content: 52% Price by each Brand/Model/SKU: Charm-Tex Pomona70</p>	\$6.07/Each
<p>4.10.5 Poly-cotton, Durable Prison Blanket Minimum 55% polyester/30% acrylic/ 10% cotton/ 5% other fibers, minimum 60" X 90" size, safe and fire resistant, meets/exceeds the ASTM D4151</p>	\$5.83/Each

<p>flammability test, strong, durable, seamless construction with stitching on all four-sides to prevent unraveling, soft/plush feel, Grey with blue striping, individually packed in a poly bag</p> <p>Brand/Model/SKU: BL/Kimball</p>	
<p>4.10.13 Toothpaste Minimum 1.5 oz. fluoride toothpaste Mint, white All plastic tube with twist cap No animal fat or by-products, and no alcohol Brand/Model/SKU: Charm-TEX H/CTP15</p>	<p><u>\$28.90/Case of 144</u></p>
<p>4.10.15 Soap, Individually Wrapped Minimum 1.5 oz. bar deodorant bar soap No animal fat or by-products Packaging: 500/case Brand/Model/SKU: Charm-TEX H/S1.5</p>	<p><u>\$48.90/Case of 500</u></p>
<p>4.10.16 Soap, Unwrapped Minimum 1.5 oz. bar deodorant bar soap Antibacterial No animal fat or by-products Packaging: 500/case Brand/Model/SKU: Charm-TEX H/S1.5UN</p>	<p><u>\$44.90/Case of 500</u></p>
<p>4.10.17 Shampoo Clear shampoo in clear bottle Quality shampoo Animal-fat free Individual Bottle: Minimum 2 fluid oz. 96 bottles per case Brand/Model/SKU: Charm-TEX H/CTSC2</p>	<p><u>\$20.90/Case of 96</u></p>
<p>4.10.29 Miscellaneous Items Not Specified Above Available in the Vendor's Current On-Line and Hard-Copy Catalog Firm, fixed discount off current list price or MSRP, whichever is lower</p>	<p><u>5% Discount</u></p>

4. Delivery – The Contractor agrees to deliver ordered product to the Boone County Sheriff's Department within 30 calendar days after receipt of order. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB Destination, Freight Prepaid and Allowed.

5. **Warranty** – The standard manufacturer warranty shall apply to all products provided under contract to commence upon the County’s acceptance of ordered product.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff’s Department. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the 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.

7. **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.

8. **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 in writing by the Boone County Purchasing Office on behalf of the Sheriff’s Department using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

CHARM-TEX

DocuSigned by:
 by Stan Danziger
 FF9759EFC53B4F1...
 title VP of Sales

BOONE COUNTY, MISSOURI

by: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Charly J. Johnson
 Charly J. Johnson
 County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
 Brianna Lennon, 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Commission Order # _____

Fund: 1255 - Account: 23025 \$30,200.00

Fund: 1255 - Account: 23026: \$8,744.00

DocuSigned by:
Diana Reedford by jj
Signature

4/8/2019

Date

Appropriation Account

Commission Order # _____

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

Liz Palazzolo

From: Stan Danzger <stan@charm-tex.com>
Sent: Thursday, February 28, 2019 11:38 AM
To: Liz Palazzolo
Subject: RE: Clarification to bid to Boone County Missouri 04-15FEB19 Inmate Hygiene and Other Supplies

POMONA70 (sorry about that)

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Thursday, February 28, 2019 12:37 PM
To: Stan Danzger <stan@charm-tex.com>
Cc: Kaily <Kaily@charm-tex.com>
Subject: RE: Clarification to bid to Boone County Missouri 04-15FEB19 Inmate Hygiene and Other Supplies
Importance: High

On the blanket, is it the Pomona 50, Pomona 70, Pomona 80, or Pomona 90?

Liz Palazzolo

Senior Buyer

Boone County Purchasing

Phone: 573-886-4392

Fax: 573-886-4390

613 E. Ash, Room 109

Columbia, MO 65201

From: Stan Danzger <stan@charm-tex.com>
Sent: Thursday, February 28, 2019 11:31 AM
To: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Cc: Kaily <Kaily@charm-tex.com>
Subject: RE: Clarification to bid to Boone County Missouri 04-15FEB19 Inmate Hygiene and Other Supplies

Liz,

So sorry for the delay – I was out of town....

See your answers below in red

If you have anything else – We're here to help

Thanks,

Stan Danzger

Charm-Tex

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Tuesday, February 26, 2019 2:20 PM
To: Stan Danzger <stan@charm-tex.com>
Subject: Clarification to bid to Boone County Missouri 04-15FEB19 Inmate Hygiene and Other Supplies
Importance: High

Good afternoon Stan: I am requesting clarification from Charm-Tex regarding its bid to Boone County RFB 04-15FEB19 for Inmate Hygiene and Other Supplies. Please respond today if possible, and let me know if you have any questions.

- (1) Is cooperative purchasing allowed, i.e., would Charm-Tex allow another public entity to purchase off a resulting contract with the County the same items at the same prices? YES!
Yes or No
- (2) Confirm that for the first renewal option, Charm Tex's maximum price increase is 10% applied to original pricing. YES! To original pricing
- (3) Confirm that for the second renewal option, Charm Tex's maximum price increase is 10% applied to original pricing. YES! To original pricing
- (4)
- (5) Confirm that for the third renewal option, Charm Tex's has bid 0% applied to original pricing, i.e., pricing for the third renewal option reverts to original pricing. Should have been the same 10%
- (6) Confirm that delivery is 30 calendar days after receipt of order – yes delivery is 30 days ARO – probably sooner
- (7) Confirm that the County receives the standard manufacturer warranty on the items – yes of course. 1 years free of manufacturing defects
- (8) Confirm that item Charm-Tex PL-PCV26G is being bid for item 4.10.3, the pillow. – yes \$5.26 per pillow
- (9) Please identify which Pomona code is being bid for item 4.10.4 the wool blanket and specifically identify the weight of each blanket. 4.75 lbs

Liz Palazzolo

Senior Buyer

Boone County Purchasing

Phone: 573-886-4392

Fax: 573-886-4390

613 E. Ash, Room 109

Columbia, MO 65201



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

-
- 4.1. Company Name: Charm-Tex
- 4.2. Address: 1618 Coney Island Ave
- 4.3. City/Zip: Brooklyn NY 11230
- 4.4. Phone Number: (718) 252-8100
- 4.5. Fax Number: (718) 258-8303
- 4.6. Contact Name and E-Mail Address to receive documents for electronic signature:
Stan Danziger, stan@charm-tex.com
- 4.7. Federal Tax ID or Social Security #:
11-2582405
- 4.8. 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, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting

thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):
_____ 

4.8.2. Type or Print Signed Name:
_____ Stan Danziger

4.8.3. Today’s Date: 2/4/19

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

NOTE: The bidder must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

PRICING:

The bidder may bid one, some or all line items shown below. Specifications shown identify minimum characteristics that the products bid shall meet. All pricing shall be firm and fixed. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Note About Estimated Quantities: Some items like toothbrushes, toothpaste, shower sandals, soap are used daily therefore the estimated quantities shown below are annual purchase estimates. Other items may be purchased on a replacement cycle, e.g., once every three years, to include but not necessarily be limited to items like mattresses, mattress covers, pillows, blankets, towels and washcloths.

Note About the Brand Reference: The “Brand Reference” noted below is for reference only and is not intended to indicate that only the noted brand is acceptable. The County will allow other brands with the same or equal characteristics to the referenced brand to be bid and considered for award.

Charm-TEX

Pricing Line Item	Item Description	Estimated Quantity	Firm, Fixed Total Price Per Each for the Initial Contract Period
4.10.1	<p>Mattress Minimum 25" W X 75" L X 4" H Cover and batting meet/exceed federal correctional flammability standards (16 CFR Part 1633, DOC Federal Flammability FF-4-72, and California Technical Bulletins 129 and 603) Brand Reference: Flame-Chek Polyester Mattress (PJM25754)</p> <ul style="list-style-type: none"> Price per each mattress <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: MT/DRNS 25754</p> <p>Packaging: 5 Each</p>	46	\$ 41.90
4.10.2	<p>Mattress Cover Heavy-duty vinyl laminate – must slip-over/fit mattress specified above (item for easy-on/off use; flame resistant, mildew and water resistant –</p>	8	\$ 11.90

Charm-Fex

	<p>wipes clean with soap and water Brand Reference: Bob Barker VMC25724</p> <ul style="list-style-type: none"> • Price per each mattress cover <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>CT</u></p> <p>Model or SKU #: <u>mcl25754Vinyl</u></p> <p>Packaging: <u>20 Each</u></p>		
<p>4.10.3</p>	<p>Pillow Minimum 20" X 26" full size pillow, minimum 3-ply vinyl cover, dark green, wipes clean, includes tear-resistant cover, flame resistant 100% polyester fiber pillow Brand Reference: Bob Barker PS2606</p> <ul style="list-style-type: none"> • Price per each pillow <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>CT</u></p> <p>Model or SKU #:</p>	<p>8</p>	<p>\$ <u>5.26</u> <u>each</u></p>

Charm-TEX

	<p>PL/PCV266</p> <p>Packaging: 12 CS.</p>		
4.10.4	<p>Wool Blanket Grey woven wool blanket Minimum 4#'s each Overstitched all sides Fire-resistant in accordance with federal standard 16 CFR Part 1610, Washable and dryable Minimum 66"X90" Acceptable minimum wool content: 52% Price by each Brand Reference: ICS Jail Supplies L010</p> <ul style="list-style-type: none"> • Price per each blanket <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>CT</u></p> <p>Model or SKU #: <u>PO MONG</u></p> <p>Packaging: <u>24/bale</u></p>	10	\$ 6.07
4.10.5	<p>Poly-cotton, Durable Prison Blanket Minimum 55% polyester/30% acrylic/</p>	12	\$ 5.83

Charm-TEX

	<p>10% cotton/ 5% other fibers, minimum 60" X 90" size, safe and fire resistant, meets/exceeds the ASTM D4151 flammability test, strong, durable, seamless construction with stitching on all four-sides to prevent unraveling, soft/plush feel, Grey with blue striping, individually packed in a poly bag, sold individually or per case of 12 Price per each blanket Brand Reference: Charm-TEX BL/Kimball 66X90</p> <ul style="list-style-type: none"> • Price per each blanket <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: BL/Kimball</p> <p>Packaging: B/Cs.</p>		
<p>4.10.6</p>	<p>Heavy Duty Sandal One-piece molded PVC vinyl construction, soft and flexible for indoor</p>	<p>840 pair</p>	<p>\$ 1.47</p>

Charm-TEX

	<p>and outdoor use. No air pocket in sole. Durable and long-lasting. Sizes: 6-16 Packaging: 24 pair per case Brand Reference: ICS Jail Supplies M019</p> <ul style="list-style-type: none"> • Price per each pair of sandals <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: F/shower 6R</p> <p>Packaging: 24 / CS</p>		
<p>4.10.7</p>	<p>Shower Sandal Everyday PVC Sandal No-Skid Form-fitting, prevents slippage Flexible B-chek (or equal) to reduce odors Mildew resistant Brand Reference: Bob Barker B-Chek PVC Sandal</p> <ul style="list-style-type: none"> • Price per each pair of sandals <p>The bidder should provide the following</p>	<p>13 pair</p>	<p>\$</p> <p>(N/B)</p> <p>No Bid</p>

Charm-TEX

	<p>information about the product being bid:</p> <p>Brand:</p> <p>Model or SKU #:</p> <p>Packaging:</p>		
<p>4.10.8</p>	<p>Every-day Wear Clog Designed for comfortable all-day wear Convertible non-metal riveted heel strap Vented to promote airflow in the tow-box Cushioned sole Defined outside ridges for non-slip, surface-gripping traction Water-resistant and non-marking Color: Black Brand Reference: Bob EVA Clog, SEVA -BK</p> <p>Packaging: 12 pair/case</p> <ul style="list-style-type: none"> • Price per each pair of clogs <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <i>CT</i></p> <p>Model or SKU #: <i>F/ClogBK</i></p> <p>Packaging: <i>12 same size / carton</i></p>	<p>45 pair</p>	<p>\$ 3.32</p> <p><i>Sold by case of 12 / same size only!</i></p>

Charm-TEX

	12/cs.		
4.10.9	<p>Sweatpants Adult Grey cotton/poly blend Elastic cuffs No drawstring and no pockets Minimal shrinkage Sizes: S-3XL Price per each Brand Reference: Bob Barker SPGY</p> <ul style="list-style-type: none"> Price per each pair of pants <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: SWEATP</p> <p>Packaging:</p>	35	<p>\$ 7.18 *</p> <p>S-XL \$7.18 2XL-3XL + 7.90</p>
4.10.10	<p>Sweatshirt Adult crew neck pullover Grey cotton/poly blend Collar, Cuffs and waistband shall be cover seamed and ribbed with elastic cuff and waistband Minimal shrinkage No hood, no drawstring and no pockets Sizes: S-3XL</p>	5	<p>\$ 7.90</p>

Charm-Tex

	<p>Price per each Brand Reference: Bob Barker SSGY</p> <ul style="list-style-type: none"> • Price per each shirt <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: SWEETS</p> <p>Packaging: 48/cs.</p>		
<p>4.10.11</p>	<p>T-Shirt Minimum 5-oz Medium weight 100% Cotton Maroon No-Pocket T-shirt Double-needle cover-stitched front neck Seamless ribbed collar with shoulder-to-shoulder tape Double-needle stitched bottom hem and sleeves Sizes: S-3XL Price per each Brand Reference: Bob Barker ZCTSMA</p> <ul style="list-style-type: none"> • Price per each shirt <p>The bidder should provide the following information about the product being bid:</p>	<p>10</p>	<p>\$ 3.18*</p> <p>S-XL + 3.18 2XL-3XL + 4.99</p>

Charm- Tex

	<p>Brand: <u>CT</u></p> <p>Model or SKU #: <u>TeemR</u></p> <p>Packaging: <u>72/case</u></p>		
<p>4.10.12</p>	<p>Women's Underwear Poly/cotton blend Brief-style with double panel crotch with soft knitted leg and waistband for snug, comfortable fit. Shall withstand several washings/dryings Sizes: S-3XL, size 5- size 18 Packaging: 12/pack Brand Reference: Charm-Tex CL/50PANT18</p> <ul style="list-style-type: none"> • Price per each 12-pack <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>CT</u></p> <p>Model or SKU #: <u>CL/PANT</u></p> <p>Packaging: <u>10 D2/case</u></p>	<p>25 packs (12 per pack)</p>	<p>\$ 7.99</p>

Char-Tex

4.10.13	<p>Toothpaste Minimum 1.5 oz. fluoride toothpaste Mint, white All plastic tube with twist cap No animal fat or by- products, and no alcohol Brand Reference: Char-Tex H/CTP15</p> <ul style="list-style-type: none"> • Price per each case/144 tubes <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: H/CTP15</p> <p>Packaging: 144/CS</p>	29 cases (144 per case)	\$ 28.90
4.10.14	<p>Toothbrush, 3.25" Super Shorty, minimum 25-tuft, nylon bristles, individually sealed in clear bags Brand reference: Bob Barker BBST25)</p> <ul style="list-style-type: none"> • Price per each case/144 brushes <p>The bidder should provide the following information about the product being bid:</p>	30 cases (144 per case)	\$ 4.90

Charm Tex

	Brand: CT Model or SKU #: H/TB20 Packaging: 144		
4.10.15	Soap, Individually Wrapped Minimum 1.5 oz. bar deodorant bar soap No animal fat or by-products Packaging: 500/case Brand Reference: Charm-Tex H/S1.5 <ul style="list-style-type: none"> Price per each case/500 bars The bidder should provide the following information about the product being bid: Brand: CT Model or SKU #: H/S1.5 Packaging: 500	24 cases (500 bars/case)	\$ 48.90
4.10.16	Soap, Unwrapped Minimum 1.5 oz. bar deodorant bar soap Antibacterial No animal fat or by-products Packaging: 500/case Brand Reference: Charm-Tex H/S1.5UN	24 cases (500 bars/case)	\$ 44.90

Charm-TEX

	<ul style="list-style-type: none"> Price per each case/500 bars <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: H/SI.500</p> <p>Packaging: 500</p>		
<p>4.10.17</p>	<p>Shampoo Clear shampoo in clear bottle Quality shampoo Animal-fat free Individual Bottle: Minimum 2 fluid oz. 96 bottles per case Brand Reference: Bob Barker Maximum Security Shampoo, 2 oz. #MS2</p> <ul style="list-style-type: none"> Price per each case/96, 5-oz. bottles <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: H/CTSc2</p>	<p>83 cases (96 bottles/case)</p>	<p>\$ 20.90</p>

Charm-Tex

	Packaging: 96		
4.10.18	<p>Razor Single-stainless steel blade, clear plastic handle and razor head with clear removable safety cap, one-piece construction Packaged: 10 razors per package, 100 packages per box for 1,000 razors per case Brand Reference: Bob Barker CLR1000</p> <ul style="list-style-type: none"> • Price per each case/1,000 razors <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: </p> <p>Model or SKU #: </p> <p>Packaging: </p>	2 cases (1,000 razors each)	\$ N/B
4.10.19	<p>Comb, Pocket Black Plastic Minimum 5" Packaging: 2,160/case Price by the case Brand Reference: Charm-Tex T1PC</p>	3 cases (15 gross per case)	\$ N/B

Charm - Tex

	<ul style="list-style-type: none"> Price per each case/2,160 combs <p>The bidder should provide the following information about the product being bid:</p> <p>Brand:</p> <p>Model or SKU #:</p> <p>Packaging:</p>		
<p>4.10.20</p>	<p>Cleaning Detergent Single Pack concentrated detergent/disinfectant, formulated to clean, disinfect, and deodorize hard surfaces in institutional settings. Fights mildew, bacteria and viruses: Kills HIV-1 on pre-cleaned surfaces Easy-to-use: one-packet is used in one-bucket of water to dilute – dissolves quickly in water Each packet makes 1-gallon of cleaning solution 180-packets in a resealable, recyclable plastic tubs Brand Reference: Bob Barker EasyPak Detergent Disinfectant #90650</p>	<p>95 cases (180 packets per case)</p>	<p>\$ 58.18</p>

Charm-Tex

	<ul style="list-style-type: none"> Price per case of two (2) recyclable plastic tubs, each containing 90 packets – total 180 packets per case <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: -----</p> <p>Model or SKU #: JAIDRK90650</p> <p>Packaging: -----</p>		
<p>4.10.21</p>	<p>ID Band with Fasteners Orange plastic polyethylene bracelet with metal fastener, stretch-resistant, can be written-on Brand-reference: Bob Barker Clincher II Write-On Laminate, Plastic Fasteners</p> <ul style="list-style-type: none"> Price per each case/500 bands <p>The bidder should provide the following information about the product being bid:</p>	<p>4 cases (500 per case)</p> <p>Clincher II</p>	<p>\$ 166.90</p>

Charm-Tex

	<p>Brand: Clincher</p> <p>Model or SKU #: RST/646POK</p> <p>Packaging: 500</p>		
<p>4.10.22</p>	<p>ID Band Fastener Tool Compatible for use with above plastic ID band Brand Reference: Bob Barker Fastening Tool for Clincher, #647</p> <ul style="list-style-type: none"> • Price per each <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: Clincher</p> <p>Model or SKU #: RST/692</p> <p>Packaging: 1</p>	<p>1</p>	<p>\$ 89.90</p>
<p>4.10.23</p>	<p>Pen, Black-Ink Jail safe flex pens, flexible and bendable, minimum 4.5 " total length, black ink Price by the box/144 pens per box Brand Reference: ICS Jail Supplies M04FXP</p> <ul style="list-style-type: none"> • Price per each box/144 pens 	<p>49 Boxes</p>	<p>\$ 16.90</p>

Charm-TEX

	<p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: H/Penblack</p> <p>Packaging: 1440</p>		
<p>4.10.24</p>	<p>Tampons Bulk Sanitax Tampons Individually wrapped with cardboard applicator Regular 500/case Price by the case Brand Reference: ICS Jail Supplies T067</p> <ul style="list-style-type: none"> • Price per each case/500 tampons <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: H/FT500R</p> <p>Packaging: 500</p>	<p>16 cases</p>	<p>\$ 48.18</p>

Charm - Tex

<p>4.10.25</p>	<p>Sanitary Napkins, Bulk Minimum 8.5 inches long Center adhesive strip provides stay-in-place adhesion Individually folded and wrapped Packaging: 250/case Price per case Brand Reference: Amercare AF-250 or ICS Jail Supplies 250IM</p> <ul style="list-style-type: none"> • Price per each case/250 pads <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: H/FSNC 864</p> <p>Packaging: 864 = 24/Bag, 36 Bags/case.</p>	<p>36 cases</p>	<p>\$ 42.50 *</p> <p>* Per 864</p>
<p>4.10.26</p>	<p>Washcloths, Bath Economy Washcloths, Brown Minimum .75# per dozen Minimum 12" X 12" 100% cotton, dense looped terry cloth Packaging: 12 per package</p> <ul style="list-style-type: none"> • Price per each package/12 	<p>12</p>	<p>\$ 3.90</p>

Charm-Tex

	<p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>CT</u></p> <p>Model or SKU #: <u>WC12123104N</u></p> <p>Packaging: <u>12/Bag, 100 Dz / Bale</u></p>		
<p>4.10.27</p>	<p>Towels, Bath – Dozen Pack Economy Bath Towels White Minimum 6#/dozen Minimum 22" X 44" 100% cotton, dense looped terry cloth Packaging: 12/pack Price per pack of 12 Brand Reference: ICS Jail Supplies L0162</p> <ul style="list-style-type: none"> • Price per each package/12 <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>CT</u></p> <p>Model or SKU #: <u>BT2244J6.0E</u></p> <p>Packaging: <u>12/Bag, 25 Dz / Bale</u></p>	<p>2</p>	<p>\$ 11.90 /Dz.</p>

Charm-Tex

<p>4.10.28</p>	<p>Towels, Bath – Bale Economy Bath Towels White Minimum 6#/dozen Minimum 22" X 44" 100% cotton, dense looped terry cloth Packaging: 12/pack Price per pack of 12 Brand Reference: ICS Jail Supplies L0162</p> <ul style="list-style-type: none"> • Price per each bale of 25-dozen <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: BT2244J6.0E</p> <p>Packaging: 25 02</p>	<p>2 Bales (25-dozen per bale)</p>	<p>\$284.90</p>
<p>4.10.29</p>	<p>Miscellaneous Items Not Specified Above Available in the Vendor's Current On- Line and Hard-Copy Catalog:</p> <p>The bidder should provide the following information about their catalog:</p> <p>Website address:</p>	<p>Firm, fixed discount off current list price or MSRP, whichever is lower</p>	<p>5 %</p>

Charm - Tex

	<p>How often is the on-line catalog updated?</p> <p>How often is the hard-copy catalog updated?</p>		

Renewal Options Price Adjustments – Applies to all line items:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of three (3) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.10.30 Renewal Option Percentage Price Adjustment
1st Renewal Period: April 1, 2020 – March 31, 2021

_____ % Applied to original bid pricing

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

Stan Danzger, VP of Sales
Name and Title of Authorized Representative

 2/4/19
Signature Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature



Date

Boone County Purchasing



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

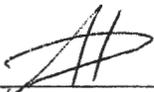
Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please 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.

Option

- 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 – *see following page*) 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

2/12/19

Date

Stan Danziger

Printed Name

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



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

Standard Terms and Conditions

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

"No Bid" Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

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

If the vendor does 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 04-15FEB19 – Inmate Hygiene and Other Supplies – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:



Company ID Number: 267678

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Charm-tex** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 267678

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



E-VERIFY IS A SERVICE OF DHS

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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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 Charm-tex

Stan Danzger

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/23/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/23/2009

Date



Company ID Number: 267678

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Charm-tex

Company Facility Address: 1618 Coney Island Ave

Brooklyn, NY 11230

Company Alternate Address:

County or Parish: KINGS

Employer Identification

Number: 11258240

North American Industry Classification Systems

Code: 315

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- NEW YORK 1 site(s)



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Stan Danzger	Fax Number:	(718) 258 - 8303
Telephone Number:	(718) 252 - 8100 ext. 107		
E-mail Address:	stan@charm-tex.com		
Name:	Crystal s Rose	Fax Number:	
Telephone Number:	(718) 252 - 8100		
E-mail Address:	crystal@charm-tex.com		



**ADDENDUM #2 to RFB 04-15FEB19
INMATE HYGIENE AND OTHER SUPPLIES**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecounty.mo.org

BOONE COUNTY, MISSOURI

Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies

ADDENDUM # 2 - Issued February 5, 2019

Prospective bidders are hereby notified of the following revisions to Request for Bid 04-15FEB19:

- 1) Item 4.10.6 on the **Vendor Response and Pricing Pages** has been **REVISED** as follows:

4.10.6 Heavy Duty Sandal

One-piece molded PVC vinyl construction, soft and flexible for indoor and outdoor use. No air pocket in sole. Durable and long-lasting. ***Tan Color Only***

Sizes: 6-16

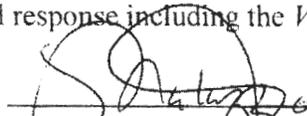
Packaging: 24 pair per case

Brand Reference: ICS Jail Supplies M019

NOTE: All changes to original RFP text made as a result of this Addendum are noted in bolded and italicized font.

This addendum is issued in accordance with the RFB paragraph 1.3.2 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 bid response including the *Vendor Response and Pricing Pages*.

By:



Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #2 to Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies**, receipt of which is hereby acknowledged:

Company Name:

CHAFFIN - TEX

Address: 1618 Coney Island Ave

Brooklyn, NY 11230

Telephone: 718-252-8100 Fax: 718-258-8303

Federal Tax ID (or Social Security #): 11-2582405

Print Name: Stan Danzels Title: VP of Sales

Authorized Signature:  Date: 2/5/19

Contact Name and E-Mail Address to receive documents for electronic signature:

Stan Danzels stan@charm-tele.com



**ADDENDUM #1 to RFB 04-15FEB19
INMATE HYGIENE AND OTHER SUPPLIES**

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies

ADDENDUM # 1 - Issued February 5, 2019

Prospective bidders are hereby notified of the following revisions to Request for Bid 04-15FEB19:

1) Item 4.10.6 on the **Vendor Response and Pricing Pages** has been **REVISED** as follows:

4.10.6 Heavy Duty Sandal

One-piece molded PVC vinyl construction, soft and flexible for indoor and outdoor use. No air pocket in sole. Durable and long-lasting. **Orange Color Only**
Sizes: 6-16
Packaging: 24 pair per case
Brand Reference: ICS Jail Supplies M019

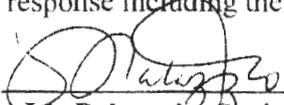
2) Item 4.10.14 on the **Vendor Response and Pricing Pages** has been **REVISED** as follows:

4.10.14 Toothbrush, Maximum 3.25" total length including head, "Super Shorty." minimum 25-tuft, nylon bristles, individually sealed in clear bags
Brand reference: Bob Barker BBS125

NOTE: All changes to original RFP text made as a result of this Addendum are noted in bolded and italicized font.

This addendum is issued in accordance with the RFB paragraph 1.3.2 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 bid response including the *Vendor Response and Pricing Pages*.

By:


Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #1** to **Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies**, receipt of which is hereby acknowledged:

Company Name: Charon-Tek

Address: 1618 Coney Island Ave.
Brooklyn NY 11230

Telephone: 718-252-8100 Fax: 718-252-8303

Federal Tax ID (or Social Security #): 11-2582405

Print Name: Stan Danzger Title: VP of Sales

Authorized Signature:  Date: 2/6/19

Contact Name and E-Mail Address to receive documents for electronic signature:

Stan Danzger stan@charon-tek.com



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **04-15FEB19**

Commodity Title: **Inmate Hygiene and Other Supplies – Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday, February 15, 2019**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor’s expense.

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

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Friday, February 15, 2019**

Time: Shortly after the Bid Submission Deadline Stated Above

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

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder’s Instructions and Evaluation**
- 4.0: **Vendor’s Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **“No Bid” Response Form**

Insertion Date: 1/30/19

1. Introduction and General Conditions of Bidding

1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of **Inmate Hygiene and Other Supplies** for the Boone County Sheriff's Department as further specified 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 RFB 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/Vendor:** 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 RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the "successful bidder" who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a "Request for Bid." A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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/Bid:** The written, sealed document submitted by the bidder/vendor/supplier

according to the RFB instructions.

- 1.3. BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in 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 RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.

- 1.3.1. Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder's failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.
- 1.3.2. Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum 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 bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.
- 1.4.1.** The County prefers to award all items to one vendor, or to group items and award to a few multiple vendors, but it reserves the right to award items on an item-by-item basis and to award to multiple vendors, as determined to be in the County's best interests.
- 1.4.2.** The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
- 1.5. CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.
- 1.5.1. Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the RFB, including any addenda;
 - 3) the provisions of the Vendor's Response, including any clarification.

- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. **SCOPE OF WORK**

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- 2.1. **GENERAL REQUIREMENTS:** The contractor shall provide one, some or all of the inmate hygiene and other supplies identified/specified on the pricing page at the firm, fixed pricing quoted on an as needed, if needed basis as ordered by the Boone County Sheriff's Department and the Boone County Juvenile Justice Center in accordance with the terms and specifications stated herein.
- 2.2. **REPLACEMENT OF DAMAGED PRODUCT:** The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 2.3. **MINIMUM ORDER QUANTITY:** The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County.
- 2.4. **RETURN OF GOODS:** The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.
- 2.5. **CONTRACTOR SAMPLE ASSURANCE:** The contractor shall agree that product provided under contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein. Furthermore, if the product has been sample-tested, the contractor shall agree that the same product submitted for sample-testing and which passed sample-testing shall be provided to the County for the duration of the contract. No substitutions of product shall be made without the prior written approval of the Purchasing Department. Only substitutes that are equivalent or better than the product(s) originally contracted for, and equal to or less in price, shall be considered for approval.
- 2.6. **Warranty:** The contractor shall provide the standard manufacturer's warranty on all parts and equipment provided. During the warranty period, the contractor shall provide any replacement parts and repair service at no additional cost to the state. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.
- 2.7. **PRODUCT SUBSTITUTIONS:** The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Boone County Purchasing Department.

- a. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the County reserves the right to allow the substitution of any new or different product/system offered by the contractor. The County shall be the final authority as to acceptability of any proposed substitution.
- c. Any item substitution shall require a formal contract amendment authorized by the County prior to the County acquiring the substitute item under the contract.
- d. The County may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the County. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

2.8. **DELIVERY:** The contractor shall deliver items within thirty (30) calendar days of receipt of the order from the County, or as otherwise indicated on the Vendor Response and Pricing Pages. Delivery shall be FOB Destination Freight Prepaid and Allowed. Delivery shall be sent to the ordering County office:

Boone County Sheriff's Department 2121 County Dr., Columbia, MO 65202

Juvenile Justice Center 5665 Roger I. Wilson Memorial Drive Columbia, MO 65202

2.9. **BILLING AND PAYMENT:** Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.

- a. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- b. As applicable to ordered product, itemized written invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202; and at the Juvenile Justice Center at: 5665 Roger I. Wilson Memorial Drive Columbia, MO 65202.

2.10. **ESTIMATED QUANTITIES:** The quantities indicated in this Request for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise

stated. The County makes no guarantees about single order quantities or total aggregate order quantities.

2.11. Contract Period: The contract period shall be from **the April 1, 2019 through March 31, 2020**. The contract may be renewed at the sole option of the County for an additional **three (3) one-year periods**, or any portion thereof. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

2.12. PRICING: Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response and Pricing Pages for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

- a. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- b. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
- c. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.
- d. Regarding both the firm, fixed priced items (line items 4.10.1 through 4.10.28) and catalog discounted items available at a discount off list price (line item 4.10.29), all prices/discount shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- e. The County would like to purchase inmate hygiene and other supplies in addition to those specifically identified. For catalog purchases, pricing shall be determined by applying the firm, fixed quoted discount (line item 4.10.29) to current catalog pricing for the item.
- f. The contractor must provide the County with a contract price listing/catalog upon request at no additional cost. The contractor shall understand and agree that the price list/catalog pricing may change during the contract period and each renewal period, although such pricing shall not change with a frequency greater than every six (6)

months if during the contract period. All updated price lists/catalogs must be forwarded to the County as applicable.

- g. The firm, fixed discount percentage shall apply to all inmate hygiene and other supplies as found in the contractor's current price list/catalog pricing.
- h. Pricing for firm, fixed and catalog-discounted items shall be FOB Destination, Freight Prepaid and Allowed.
- i. In the event that a price list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price.
- j. The contractor shall not impose a discount "floor." The state agency shall receive promotional and special pricing as may apply to the published MSRP/ contractor's current price list/catalog pricing at the time of purchase, whichever price is lowest.
- k. The contractor shall understand and agree that the firm, fixed discount percentage (line item 4.10.29) shall remain the same throughout the duration of the contract.
- l. The contractor shall understand and agree that the purpose of the discount is only for the purchase of products that are similar in nature and scope to identified line items 4.10.1 through 4.10.28 identified on the contract Vendor Response and Pricing Pages.

2.13. Contract Extension: The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.14. Contract Documents: The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.

2.15. REPORTS: Upon request, at no cost to the County, the contractor shall prepare and submit a written report indicating purchases made by the County offices off the contract. For example, the report would show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price with an annual or year-to-date total by item and for all purchases.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 3.1 RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- a. **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
 - b. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.4. REMOVAL FROM VENDOR DATABASE:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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.
- 3.5. RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- a. **Rejection or Correction of Responses:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.6. EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does

not imply that one bidder is superior to another, but simply that in the County’s judgment the vendor(s) selected appears to offer the best overall solution for the County’s current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding “Award” herein.

Method of Evaluation: The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, and in terms of cost to the County as well as other factors stated in the RFB.

- a. The cost evaluation shall be conducted by multiplying the quoted price per item by the respective estimated volume for that line item. The subtotals from all extended line item prices shall be added together to develop a total price for the contract period. The cost evaluation shall consider pricing totals for the original contract period plus the renewal contract periods; a grand total will be developed adding together the totals for all contract periods. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate optional items, if deemed necessary.

Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County’s use.

- 3.7. **VALIDITY OF BID AND PRICING:** The bidder’s response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.8. **RIGHT TO REJECT, WAIVE INFORMALITIES, AND/OR CLARIFY BIDS:** Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.9. **SOVEREIGN IMMUNITY:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.
- 3.10. **OPEN COMPETITION:** Any manufacturer’s name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
 - a. The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer’s name and model number, the vendor must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

3.11. DESCRIPTION OF PRODUCTS BEING BID TO COUNTY: The vendor may submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor. The vendor is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

- a. It is the vendor's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the vendor to provide assurance that the product bid meets specifications.

3.12. SAMPLES MAY BE REQUESTED: In the event the County is not familiar with the product brand/model being bid, the County may request a sample(s) for the item(s) in order to conduct a careful and thorough evaluation. The vendor may be required to submit samples. If notified, such samples should be received in the Purchasing Department within five (5) working days after notification, or as otherwise agreed to by the Purchasing Department.



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<p>water resistant – wipes clean with soap and water Brand/Model/SKU: Bob Barker VMC25724</p>	
<p>4.10.3 Pillow Minimum 20” X 26” full size pillow, minimum 3-ply vinyl cover, dark green, wipes clean, includes tear-resistant cover, flame resistant 100% polyester fiber pillow Brand/Model/SKU: Bob Barker PS2606 Packaging: Box of 4 pillows – Case price is \$28.54 for four pillows</p>	<p><u>\$7.135/Each</u> <u>Or</u> <u>\$28.54 per case of 4</u></p>
<p>4.10.8 Every-day Wear Clog Designed for comfortable all-day ear Convertible non-metal riveted heel strap Vented to promote airflow in the tow-box Cushioned sole Defined outside ridges for non-slip, surface- gripping traction Water-resistant and non-marking Color: Black Brand/Model/SKU: Bob EVA Clog, SEVA - BK</p>	<p><u>\$1.75/Pair</u></p>
<p>4.10.9 Sweatpants Adult Grey cotton/poly blend Elastic cuffs No drawstring and no pockets Minimal shrinkage Sizes: S-3XL Brand/Model/SKU: Bob Barker SPGY</p>	<p><u>\$5.12/Each</u></p>
<p>4.10.10 Sweatshirt Adult crew neck pullover Grey cotton/poly blend Collar, Cuffs and waistband shall be cover seamed and ribbed with elastic cuff and waistband Minimal shrinkage No hood, no drawstring and no pockets Sizes: S-3XL Brand/Model/SKU: Bob Barker SSGY</p>	<p><u>\$5.01/Each</u></p>
<p>4.10.11 T-Shirt</p>	

<p>Minimum 5-oz Medium weight 100% Cotton Maroon No-Pocket T-shirt Double-needle cover-stitched front neck Seamless ribbed collar with shoulder-to-shoulder tape Double-needle stitched bottom hem and sleeves Sizes: S-3XL Brand/Model/SKU: Bob Barker ZCTSMA</p>	<p><u>\$2.56/Each</u></p>
<p>4.10.14 Toothbrush, 3.25" Super Shorty, minimum 25-tuft, nylon bristles, individually sealed in clear bags Brand/Model/SKU: Bob Barker BBST25</p>	<p><u>\$4.97/Each Case of 144</u></p>
<p>4.10.18 Razor Single-stainless steel blade, clear plastic handle and razor head with clear removable safety cap, one-piece construction Packaged: 10 razors per package, 100 packages per box for 1,000 razors per case Brand/Model/SKU: Bob Barker CLR1000</p>	<p><u>\$46.15/Each Case of 1,000</u></p>
<p>4.10.19 Comb, Pocket Black Plastic Minimum 5" Packaging: 2,160/case Price by the case Brand/Model/SKU: BBC C5B</p>	<p><u>\$38.19/Each Case of 2,160</u></p>
<p>4.10.20 Cleaning Detergent Single Pack concentrated detergent/disinfectant, formulated to clean, disinfect, and deodorize hard surfaces in institutional settings. Fights mildew, bacteria and viruses: Kills HIV-1 on pre-cleaned surfaces Easy-to-use: one-packet is used in one-bucket of water to dilute – dissolves quickly in water Each packet makes 1-gallon of cleaning solution 180-packets in a resealable, recyclable plastic tubs Brand/Model/SKU: Bob Barker EasyPak Detergent Disinfectant #90650</p>	<p><u>\$48.91/Each Case of 180</u></p>
<p>4.10.23 Pen, Black-Ink Jail safe flex pens, flexible and bendable, minimum 4.0" total length, black ink</p>	<p><u>\$14.31/Each Case of 144</u></p>

Commission Order # _____

Price by the box/144 pens per box Brand/Model/SKU: BBC MSBP	
4.10.24 Tampons Bulk Sanitax Tampons Individually wrapped with cardboard applicator Regular 500/case Price by the case Brand/Model/SKU: BBC TPX500	<u>\$41.53/Each Case of 500</u>
4.10.25 Sanitary Napkins, Bulk Minimum 8.5 inches long Center adhesive strip provides stay-in-place adhesion Individually folded and wrapped Packaging: 250/case Brand/Model/SKU: BBC 250IM-C	<u>\$10.17/Each Case of 250</u>
4.10.29 Miscellaneous Items Not Specified Above Available in the Vendor's Current On-Line and Hard-Copy Catalog Firm, fixed discount off current list price or MSRP, whichever is lower	<u>5% Discount</u>

4. Delivery – The Contractor agrees to deliver ordered product to the Boone County Sheriff's Department within 30 calendar days after receipt of order. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB Destination, Freight Prepaid and Allowed.

5. Warranty – The standard manufacturer warranty shall apply to all products provided under contract to commence upon the County's acceptance of ordered product.

6. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the 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.

7. 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.

8. 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 in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

BOB BARKER COMPANY

DocuSigned by:
 by Melody Ballard
 9011822DDADA4B0...
 title Contract Specialist

BOONE COUNTY, MISSOURI

by: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Charley J. Duffner
 Charley J. Duffner
 County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by M.T.
 Brianna Lennon, 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 1255 - Account: 23025 \$30,200.00
 Fund: 1255 - Account: 23026: \$8,744.00

DocuSigned by:
Dune Reedford by jz
 Signature _____ Date 4/7/2019 Appropriation Account _____

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

-
- 4.1. Company Name: Bob Barker Company
- 4.2. Address: 7925 Purfoy Rd.
- 4.3. City/Zip: Fuquay Varina NC 27526
- 4.4. Phone Number: 919 753 1614
- 4.5. Fax Number: 800 322 7537
- 4.6. Contact Name and E-Mail Address to receive documents for electronic signature:
Melody Ballard melodyballard@bobbarker.com
- 4.7. Federal Tax ID or Social Security #: 56-1558062

- 4.8. 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, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting

thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):
Melody Ballard

4.8.2. Type or Print Signed Name: Melody Ballard

4.8.3. Today's Date: 2/11/19

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

Yes No

NOTE: The bidder must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

PRICING:

The bidder may bid one, some or all line items shown below. Specifications shown identify minimum characteristics that the products bid shall meet. All pricing shall be firm and fixed. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Note About Estimated Quantities: Some items like toothbrushes, toothpaste, shower sandals, soap are used daily therefore the estimated quantities shown below are annual purchase estimates. Other items may be purchased on a replacement cycle, e.g., once every three years, to include but not necessarily be limited to items like mattresses, mattress covers, pillows, blankets, towels and washcloths.

Note About the Brand Reference: The "Brand Reference" noted below is for reference only and is not intended to indicate that only the noted brand is acceptable. The County will allow other brands with the same or equal characteristics to the referenced brand to be bid and considered for award.

Liz Palazzolo

From: Melody Ballard <melodyballard@bobbarker.com>
Sent: Tuesday, February 26, 2019 1:46 PM
To: Liz Palazzolo
Subject: RE: Clarification Request to Boone County bid 04-15FEB19 for Inmate Hygiene and Other Supplies

Hello Liz,

I apologize for not notating this on the bid document. It was my intention to notate it on that line that this was an exception to the specifications listed on the bid. According to my product manager, and soap that is a # something is not usually the same ounces as the number. Ours for example is a #1.25 which means it is anywhere from 1.05 oz -1.25 oz.

I apologize again, and it was not my intention to deceive. Please note that this line would be an exception to the specs on the bid, and we are taking exception in bidding it.

Thank you!

Melody Ballard

Product Specialist

Direct (913) 453-1614
www.bobbarker.com



From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Tuesday, February 26, 2019 2:26 PM
To: Melody Ballard <melodyballard@bobbarker.com>
Subject: Clarification Request to Boone County bid 04-15FEB19 for Inmate Hygiene and Other Supplies

Good afternoon Melody: In regard to the bid Bob Barker submitted to the County for RFB 04-15FEB19 for Inmate Hygiene and Other Supplies, is the soap bid for item 4.10.15 (Bob Barker item 62105-C) a 1.5 ounce bar ? The size on the product sheet says "#1.25" which I'm interpreting as 1.25-ounce. Please respond this afternoon if possible. Thank you and let me know if you have any questions.

Liz Palazzolo

Senior Buyer

Boone County Purchasing

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

Pricing Line Item	Item Description	Estimated Quantity	Firm, Fixed Total <u>Price Per Each</u> for the Initial Contract Period
4.10.1	<p>Mattress Minimum 25" W X 75" L X 4" H Cover and batting meet/exceed federal correctional flammability standards (16 CFR Part 1633, DOC Federal Flammability FF-4-72, and California Technical Bulletins 129 and 603) Brand Reference: Flame-Chek Polyester Mattress (PJM25754)</p> <ul style="list-style-type: none"> • Price per each mattress <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>PJM25754</u></p> <p>Packaging: <u>Box</u></p>	46	\$ <u>33.52</u>
4.10.2	<p>Mattress Cover Heavy-duty vinyl laminate – must slip-over/fit mattress specified above (item for easy-on/off use; flame resistant, mildew and water resistant –</p>	8	\$ <u>11.41</u>

	<p>wipes clean with soap and water Brand Reference: Bob Barker VMC25724</p> <ul style="list-style-type: none"> • Price per each mattress cover <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>VMC25724</u></p> <p>Packaging: <u>Box</u></p>		
<p>4.10.3</p>	<p>Pillow Minimum 20" X 26" full size pillow, minimum 3-ply vinyl cover, dark green, wipes clean, includes tear-resistant cover, flame resistant 100% polyester fiber pillow Brand Reference: Bob Barker PS2606</p> <ul style="list-style-type: none"> • Price per each pillow <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #:</p>	<p>8</p>	<p>\$ 28.54 per case of 4</p> <hr/> <p>* EA price: <u>\$7.135</u></p>

	<p><u>PS 2026</u></p> <p>Packaging: <u>Box / case of 4</u></p>		
4.10.4	<p>Wool Blanket Grey woven wool blanket Minimum 4#'s each Overstitched all sides Fire-resistant in accordance with federal standard 16 CFR Part 1610, Washable and dryable Minimum 66"X90" Acceptable minimum wool content: 52% Price by each Brand Reference: ICS Jail Supplies L010</p> <ul style="list-style-type: none"> • Price per each blanket <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>WS Bw6690</u></p> <p>Packaging: <u>Box</u></p>	10	<p>\$ <u>7.49</u></p> <p>*NOTE: Blanket has 50% wool content</p>
4.10.5	<p>Poly-cotton, Durable Prison Blanket Minimum 55% polyester/30% acrylic/</p>	12	<p>\$ <u>105.32 per case of 15</u></p>

	<p>10% cotton/ 5% other fibers, minimum 60" X 90" size, safe and fire resistant, meets/exceeds the ASTM D4151 flammability test, strong, durable, seamless construction with stitching on all four-sides to prevent unraveling, soft/plush feel, Grey with blue striping, individually packed in a poly bag, sold individually or per case of 12 Price per each blanket Brand Reference: Charm-TEX BL/Kimball 66X90</p> <ul style="list-style-type: none"> • Price per each blanket <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>C2669064</u></p> <p>Packaging: <u>Case of 15</u></p>		<p>*EA price \$ <u>7.0213</u></p> <p>*Sold in a case of 15</p>
<p>4.10.6</p>	<p>Heavy Duty Sandal One-piece molded PVC vinyl construction, soft and flexible for indoor</p>	<p>840 pair</p>	<p>\$ <u>1.59</u></p>

	<p>and outdoor use. No air pocket in sole. Durable and long-lasting. Sizes: 6-16 Packaging: 24 pair per case Brand Reference: ICS Jail Supplies M019</p> <ul style="list-style-type: none"> • Price per each pair of sandals <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>BB888 - SIZE</u></p> <p>Packaging: <u>Per pair / Box</u></p>		
<p>4.10.7</p>	<p>Shower Sandal Everyday PVC Sandal No-Skid Form-fitting, prevents slippage Flexible B-chek (or equal) to reduce odors Mildew resistant Brand Reference: Bob Barker B-Chek PVC Sandal</p> <ul style="list-style-type: none"> • Price per each pair of sandals <p>The bidder should provide the following</p>	<p>13 pair</p>	<p><u>\$3.85</u></p>

	<p>information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <hr/> <p>Model or SKU #: <u>W06-size</u></p> <hr/> <p>Packaging: <u>per pair / Box</u></p>		
<p>4.10.8</p>	<p>Every-day Wear Clog Designed for comfortable all-day wear Convertible non-metal riveted heel strap Vented to promote airflow in the tow-box Cushioned sole Defined outside ridges for non-slip, surface-gripping traction Water-resistant and non-marking Color: Black Brand Reference: Bob EVA Clog, SEVA -BK Packaging: 12 pair/case</p> <ul style="list-style-type: none"> • Price per each pair of clogs <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <hr/> <p>Model or SKU #: <u>SEVA-BK-SIZE</u></p> <hr/> <p>Packaging: <u>box / per pair</u></p>	<p>45 pair</p>	<p>\$ <u>1.75</u></p>

	<u>Box (sold per pair)</u>		
4.10.9	<p>Sweatpants Adult Grey cotton/poly blend Elastic cuffs No drawstring and no pockets Minimal shrinkage Sizes: S-3XL Price per each Brand Reference: Bob Barker SPGY</p> <ul style="list-style-type: none"> • Price per each pair of pants <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>SPGY-SIZE</u></p> <p>Packaging: <u>EA / Box</u></p>	35	\$ <u>5.12</u>
4.10.10	<p>Sweatshirt Adult crew neck pullover Grey cotton/poly blend Collar, Cuffs and waistband shall be cover seamed and ribbed with elastic cuff and waistband Minimal shrinkage No hood, no drawstring and no pockets Sizes: S-3XL</p>	5	\$ <u>5.01</u>

	<p>Price per each Brand Reference: Bob Barker SSGY</p> <ul style="list-style-type: none"> • Price per each shirt <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>SSGY-SIZE</u></p> <p>Packaging: <u>Box / per each</u></p>		
<p>4.10.11</p>	<p>T-Shirt Minimum 5-oz Medium weight 100% Cotton Maroon No-Pocket T-shirt Double-needle cover-stitched front neck Seamless ribbed collar with shoulder-to-shoulder tape Double-needle stitched bottom hem and sleeves Sizes: S-3XL Price per each Brand Reference: Bob Barker ZCTSMA</p> <ul style="list-style-type: none"> • Price per each shirt <p>The bidder should provide the following information about the product being bid:</p>	<p>10</p>	<p>\$ <u>2.56</u></p>

	<p>Brand: <u>Broder</u></p> <p>Model or SKU #: <u>ZCTSMA-SIZE</u></p> <p>Packaging: <u>per EA / box</u></p>		
<p>4.10.12</p>	<p>Women's Underwear Poly/cotton blend Brief-style with double panel crotch with soft knitted leg and waistband for snug, comfortable fit. Shall withstand several washings/dryings Sizes: S-3XL, size 5- size 18 Packaging: 12/pack Brand Reference: Charm-Text CL/50PANT18</p> <ul style="list-style-type: none"> • Price per each 12-pack <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>9.LBLS-SIZE</u></p> <p>Packaging: <u>per dozen / Box</u></p>	<p>25 packs (12 per pack)</p>	<p>\$ <u>7.84 per dozen</u> <u>* EA price: 0.65333</u> <u>* Sold sizes 5-16</u></p>

<p>4.10.13</p>	<p>Toothpaste Minimum 1.5 oz. fluoride toothpaste Mint, white All plastic tube with twist cap No animal fat or by-products, and no alcohol Brand Reference: Char-Tex H/CTP15</p> <ul style="list-style-type: none"> • Price per each case/144 tubes <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>Native Mint</u> BBC</p> <p>Model or SKU #: <u>FM15</u></p> <p>Packaging: <u>Case of 144</u></p>	<p>29 cases (144 per case)</p>	<p>\$ <u>31.08 per case of 144</u></p>
<p>4.10.14</p>	<p>Toothbrush, 3.25" Super Shorty, minimum 25-tuft, nylon bristles, individually sealed in clear bags Brand reference: Bob Barker BBST25)</p> <ul style="list-style-type: none"> • Price per each case/144 brushes <p>The bidder should provide the following information about the product being bid:</p>	<p>30 cases (144 per case)</p>	<p>\$ <u>4.97 per case of 144</u></p>

	<p>Brand: <u>BBC</u></p> <hr/> <p>Model or SKU #: <u>BBST25-B</u></p> <hr/> <p>Packaging: <u>Case of 144</u></p>		
<p>4.10.15</p>	<p>Soap, Individually Wrapped Minimum 1.5 oz. bar deodorant bar soap No animal fat or by-products Packaging: 500/case Brand Reference: Charm-Tex H/S1.5</p> <ul style="list-style-type: none"> • Price per each case/500 bars <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <hr/> <p>Model or SKU #: <u>62105-C</u></p> <hr/> <p>Packaging: <u>Case of 500</u></p>	<p>24 cases (500 bars/case)</p>	<p>\$ <u>49.23</u> per case of <u>500</u></p>
<p>4.10.16</p>	<p>Soap, Unwrapped Minimum 1.5 oz. bar deodorant bar soap Antibacterial No animal fat or by-products Packaging: 500/case Brand Reference: Charm-Tex H/S1.5UN</p>	<p>24 cases (500 bars/case)</p>	<p>\$ <u>55.26</u> per case of <u>500</u></p>

	<ul style="list-style-type: none"> Price per each case/500 bars <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>AV15-C</u></p> <p>Packaging: <u>case of 500</u></p>		
<p>4.10.17</p>	<p>Shampoo Clear shampoo in clear bottle Quality shampoo Animal-fat free Individual Bottle: Minimum 2 fluid oz. 96 bottles per case Brand Reference: Bob Barker Maximum Security Shampoo, 2 oz. #MS2</p> <ul style="list-style-type: none"> Price per each case/96, 5-oz. bottles <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>MS2</u></p>	<p>83 cases (96 bottles/case)</p>	<p>\$ <u>24.05</u> per case of 96</p>

	<p>Packaging: <u>Case of 96</u></p>		
4.10.18	<p>Razor Single-stainless steel blade, clear plastic handle and razor head with clear removable safety cap, one-piece construction Packaged: 10 razors per package, 100 packages per box for 1,000 razors per case Brand Reference: Bob Barker CLR1000</p> <ul style="list-style-type: none"> Price per each case/1,000 razors <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>CLR1000</u></p> <p>Packaging: <u>Case of 1000</u></p>	<p>2 cases (1,000 razors each)</p>	<p>\$ <u>46.15 per case of 1000</u></p>
4.10.19	<p>Comb, Pocket Black Plastic Minimum 5" Packaging: 2,160/case Price by the case Brand Reference: Charm-Tex T1PC</p>	<p>3 cases (15 gross per case)</p>	<p>\$ <u>38.19 per case of 2160</u></p>

	<ul style="list-style-type: none"> • Price per each case/2,160 combs <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>C5B</u></p> <p>Packaging: <u>Case of 2160</u></p>		
<p>4.10.20</p>	<p>Cleaning Detergent Single Pack concentrated detergent/disinfectant, formulated to clean, disinfect, and deodorize hard surfaces in institutional settings. Fights mildew, bacteria and viruses: Kills HIV-1 on pre-cleaned surfaces Easy-to-use: one-packet is used in one-bucket of water to dilute – dissolves quickly in water Each packet makes 1-gallon of cleaning solution 180-packets in a resealable, recyclable plastic tubs Brand Reference: Bob Barker EasyPak Detergent Disinfectant #90650</p>	<p>95 cases (180 packets per case)</p>	<p>\$ <u>48.91 per case of 180</u></p>

	<ul style="list-style-type: none"> Price per case of two (2) recyclable plastic tubs, each containing 90 packets – total 180 packets per case <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <hr/> <p>Model or SKU #: <u>90650</u></p> <hr/> <p>Packaging: <u>Case of 180</u></p>		
<p>4.10.21</p>	<p>ID Band with Fasteners Orange plastic polyethylene bracelet with metal fastener, stretch-resistant, can be written-on Brand-reference: Bob Barker Clincher II Write-On Laminate, Plastic Fasteners</p> <ul style="list-style-type: none"> Price per each case/500 bands <p>The bidder should provide the following information about the product being bid:</p>	<p>4 cases (500 per case)</p>	<p>\$ <u>134.20</u> per case of <u>500</u></p>

	<p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>PL646-02</u></p> <p>Packaging: <u>500 per case</u></p>		
<p>4.10.22</p>	<p>ID Band Fastener Tool Compatible for use with above plastic ID band Brand Reference: Bob Barker Fastening Tool for Clincher, #647</p> <ul style="list-style-type: none"> • Price per each <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>647</u></p> <p>Packaging: <u>QA / Box</u></p>	<p>1</p>	<p>\$ <u>81.95</u></p>
<p>4.10.23</p>	<p>Pen, Black-Ink Jail safe flex pens, flexible and bendable, minimum 4.5" total length, black ink Price by the box/144 pens per box Brand Reference: ICS Jail Supplies M04FXP</p> <ul style="list-style-type: none"> • Price per each box/144 pens 	<p>49 Boxes</p>	<p>\$ <u>14.31 per case of 144</u></p> <p>*NOTE: Pen is 4" total length</p>

	<p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>MSBP</u></p> <p>Packaging: <u>144 per case</u></p>		
<p>4.10.24</p>	<p>Tampons Bulk Sanitax Tampons Individually wrapped with cardboard applicator Regular 500/case Price by the case Brand Reference: ICS Jail Supplies T067</p> <ul style="list-style-type: none"> • Price per each case/500 tampons <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>TPX500</u></p> <p>Packaging: <u>500 per case</u></p>	<p>16 cases</p>	<p>\$ <u>41.53</u> Per case of 500</p>

<p>4.10.25</p>	<p>Sanitary Napkins, Bulk Minimum 8.5 inches long Center adhesive strip provides stay-in-place adhesion Individually folded and wrapped Packaging: 250/case Price per case Brand Reference: Amercare AF-250 or ICS Jail Supplies 250IM</p> <ul style="list-style-type: none"> • Price per each case/250 pads <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>250IM-C</u></p> <p>Packaging: <u>250 per case</u></p>	<p>36 cases</p>	<p>\$ <u>10.17 per case of 250</u></p>
<p>4.10.26</p>	<p>Washcloths, Bath Economy Washcloths, Brown Minimum .75# per dozen Minimum 12" X 12" 100% cotton, dense looped terry cloth Packaging: 12 per package</p> <ul style="list-style-type: none"> • Price per each package/12 	<p>12</p>	<p>\$ <u>2.84 per dozen</u></p>

	<p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>WC1212BR</u></p> <p>Packaging: <u>dozen per case</u></p>		
<p>4.10.27</p>	<p>Towels, Bath – Dozen Pack Economy Bath Towels White Minimum 6#/dozen Minimum 22" X 44" 100% cotton, dense looped terry cloth Packaging: 12/pack Price per pack of 12 Brand Reference: ICS Jail Supplies L0162</p> <ul style="list-style-type: none"> • Price per each package/12 <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>BBC</u></p> <p>Model or SKU #: <u>BT2244</u></p> <p>Packaging: <u>dozen per case</u></p>	<p>2</p>	<p>\$ <u>14.52 per dozen</u></p>

4.10.28	<p>Towels, Bath – Bale Economy Bath Towels White Minimum 6#/dozen Minimum 22" X 44" 100% cotton, dense looped terry cloth Packaging: 12/pack Price per pack of 12 Brand Reference: ICS Jail Supplies L0162</p>	<p>2 Bales (25-dozen per bale)</p>	<p>\$ <u>338.00</u> per 25 dozen</p>
	<ul style="list-style-type: none"> • Price per each bale of 25-dozen <p>The bidder should provide the following information about the product being bid:</p>		
	<p>Brand: <u>BBC</u></p>		
	<p>Model or SKU #: <u>BT2244</u></p>		
	<p>Packaging: <u>25 dozen per</u> <u>master</u> <u>case</u></p>		
4.10.29	<p>Miscellaneous Items Not Specified Above Available in the Vendor's Current On- Line and Hard-Copy Catalog:</p>	<p>Firm, fixed discount off current list price or MSRP, whichever is lower</p>	<p><u>5</u> %</p>
	<p>The bidder should provide the following information about their catalog:</p>		
	<p>Website address: <u>http://www.pageturnpro.com/Progress-Printing/87909-Barker-</u> <u>catalog-w18/index.html#1</u></p>		

	<p>How often is the on-line catalog updated? <i>Weekly</i></p> <p>How often is the hard-copy catalog updated? <i>1 time per year</i></p>		
--	--	--	--

Renewal Options Price Adjustments – Applies to all line items:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of three (3) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.10.30 Renewal Option Percentage Price Adjustment
1st Renewal Period: April 1, 2020 – March 31, 2021

0 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease: _____

4.10.31 **Renewal Option Percentage Price Adjustment**

2nd Renewal Period: April 1, 2021 – March 31, 2022

3 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease: _____

4.10.32 **Renewal Option Percentage Price Adjustment**

3rd **2nd Renewal Period: April 1, 2022 – March 31, 2023**

5 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease: _____

4.11. **Delivery:** The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: 30 calendar days ARO.

4.12. **Warranty:**

The vendor should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.

Warranty on Parts: _____

Warranty on Labor: _____

*see attached
warranty*

End of Vendor Response and Pricing Pages – Other Forms Follow – Please Continue

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

Melody Ballard Contract Specialist
Name and Title of Authorized Representative

Mary Beall
Signature

2/11/19
Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature



Date

Boone County Purchasing



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eyJd4c2a3e5b9ac89243c6a7543f6d1a/?vgnnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

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.

Option

- ____ 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 – see following page) 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

N/A
Corporate Bidder

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date
Signature

Social Security Number
or Other Federal I.D. Number
Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

N/A
Corporate bidder



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

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



NIA

Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymmo.org

“NO BID RESPONSE FORM”

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

If the vendor does 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 04-15FEB19 – Inmate Hygiene and Other Supplies – Term and Supply

Business Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reason(s) for Not Bidding:



**ADDENDUM #1 to RFB 04-15FEB19
INMATE HYGIENE AND OTHER SUPPLIES**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies

ADDENDUM # 1 - Issued February 5, 2019

Prospective bidders are hereby notified of the following revisions to Request for Bid 04-15FEB19:

- 1) Item 4.10.6 on the **Vendor Response and Pricing Pages** has been **REVISED** as follows:

4.10.6 Heavy Duty Sandal

One-piece molded PVC vinyl construction, soft and flexible for indoor and outdoor use. No air pocket in sole. Durable and long-lasting. ***Orange Color Only***

Sizes: 6-16

Packaging: 24 pair per case

Brand Reference: ICS Jail Supplies M019

- 2) Item 4.10.14 on the **Vendor Response and Pricing Pages** has been **REVISED** as follows:

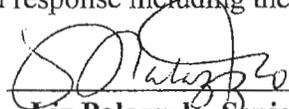
4.10.14 Toothbrush, *Maximum 3.25" total length including head*, “Super Shorty,” minimum 25-tuft, nylon bristles, individually sealed in clear bags

Brand reference: Bob Barker BBST25

NOTE: All changes to original RFP text made as a result of this Addendum are noted in bolded and italicized font.

This addendum is issued in accordance with the RFB paragraph 1.3.2 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 bid response including the *Vendor Response and Pricing Pages*.

By:



Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #1 to Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies**, receipt of which is hereby acknowledged:

Company Name: Bob Barker Company, Inc.
Address: 7925 Purfoy Rd.
Fuquay Varina NC 27526
Telephone: 919 753 1614 Fax: 800 322 7537
Federal Tax ID (or Social Security #): 56 - 155 8062
Print Name: Melody Ballard Title: Contract Specialist
Authorized Signature:  Date: 2/11/19

Contact Name and E-Mail Address to receive documents for electronic signature:

Melody Ballard melodyballard@bobbarcker.com



**ADDENDUM #2 to RFB 04-15FEB19
INMATE HYGIENE AND OTHER SUPPLIES**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymmo.org

BOONE COUNTY, MISSOURI

Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies

ADDENDUM # 2 - Issued February 5, 2019

Prospective bidders are hereby notified of the following revisions to Request for Bid 04-15FEB19:

- 1) Item 4.10.6 on the **Vendor Response and Pricing Pages** has been **REVISED** as follows:

4.10.6 Heavy Duty Sandal

One-piece molded PVC vinyl construction, soft and flexible for indoor and outdoor use. No air pocket in sole. Durable and long-lasting. ***Tan Color Only***

Sizes: 6-16

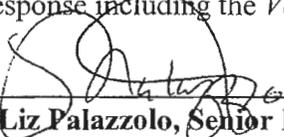
Packaging: 24 pair per case

Brand Reference: ICS Jail Supplies M019

NOTE: All changes to original RFP text made as a result of this Addendum are noted in bolded and italicized font.

This addendum is issued in accordance with the RFB paragraph 1.3.2 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 bid response including the *Vendor Response and Pricing Pages*.

By:



Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #2 to Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies**, receipt of which is hereby acknowledged:

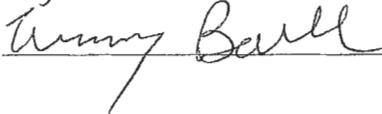
Company Name: Bob Barker Company, Inc.

Address: 7925 Purfoy Rd.
Fuquay Varina NC 27526

Telephone: 919 753 1614 Fax: 800 322 7537

Federal Tax ID (or Social Security #): 56-1558062

Print Name: Melody Ballard Title: Contract Specialist

Authorized Signature:  Date: 2/11/19

Contact Name and E-Mail Address to receive documents for electronic signature:

Melody Ballard melodyballard@bobbarke.com



P.O. Box 429
Fuquay-Varina, NC 27526
PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com

Flame-Chek[®] Polyester Mattress

Item #: PJM25754

General Specs

- **General Description:** Flame-Chek[®] Mattress, 5 inches compressed into a 4 inch thickness, has ample firmness as well as adequate suppleness to provide superior comfort.
- **Color:** Dark Green- Permanent, non-fading, non-bleeding
- **Size:** 25" W x 75" L x 4" H
- **Weight:** 14 lbs.
- **Stitching:** Double-needle, lock-stitch-sewn seams that won't unravel
- **Cleansing:** Wipes clean with soap and water, or properly diluted disinfectant—do not launder.
- **Flammability:** Cover and Batting meet or exceed flame resistance standards including DOC Federal Flammability (FF-4-72) and California Technical Bulletin 129 and 603.
- **Durability:** Resistant to delaminating from flexing action.
- **Stitching:** Sewn with double locking stitch.
- **Thread:** 100% bonded nylon for added strength and durability.
- **Construction:** Constructed with a single piece of vinyl. Two sides are closed with a double-needle locking-stitch. The open is closed with two rows of single-needle locking-stitch.

Core Specs

- **Material:** 100% Polyester Pad
- **General Description:** Made of thermally bonded polyester fiber. No chemicals or additional ingredients are added during the processing of this product.
- **Composition:** A unique mixture of polyester fibers, low melt fibers, and virgin fibers to give great resilience.

Cover Specs

- **General Description:** PVC Vinyl with non-cracking properties. Envelope style cover.
- **Color:** Sherwood Green
- **Material:** Vinyl
- **Thickness:** 17 - 20 mil
- **Weight:** 12 oz. per sq yard
- **Flammability:** Flame Resistant, Passes Cigarette Ignition Std. Passes NFPA-701 Large Scale.
- **Strength:** 3-ply vinyl-laminate cover (two layers of vinyl bonded to a tough synthetic scrim)
- **Water Resistant:** Constructed with non-penetrable surfaces. Liquid, body waste and hospital medications cannot penetrate.
- **Tear Strength:** Excellent tear strength, Punctures will not produce running rips.
 - Warp* – 124 lbs.
 - Fill** – 99 lbs.
- **Breaking Strength:** Construction designed for ticking fabrics (vinyl fabrics).
 - Warp* – 236 lbs./in.
 - Fill** – 219 lbs. /in.
 - *Warp is the scrim running length of the fabric.
 - **Fill is the scrim running the width of the fabric.

Vinyl Mattress Covers



Flame-Resistant Vinyl Mattress Covers add an extra measure of safety and security

These heavy-duty vinyl laminate covers protect your mattresses, and are easy to clean. The 3-ply vinyl cover is manufactured from two layers of vinyl bonded to a tough synthetic scrim. The open-end cover slips over the mattress like a pillowcase, for quick slip-on and removal. The hem is 1/2" wide, and all seams are double-needle-sewn for maximum durability. Covers are flame-resistant, and waterproof. Covers wipe clean with soap and water, or properly diluted disinfectant - do not launder.

Item Number	Description
VMC25306	Vinyl Mattress Covers, Dark Green 25" or 30" x 75" x 6"
VMC25724	Vinyl Mattress Covers, Dark Green 25" x 75" x 4"
VMC30724	Vinyl Mattress Covers, Dark Green 30" x 75" x 4"
VMC36754	Vinyl Mattress Covers, Dark Green 36" x 75" x 4"
VMC36806BL	Vinyl Mattress Covers, Navy 36" x 75" or 80" x 6"

 <p>P.O. Box 429 Fuquay-Varina, NC 27526</p> <p>PH: 1-800-334-9880 Fax: 1-800-322-7537 www.bobbarker.com</p>		<p>Pillow, Green</p> <p>Style: PS2026</p> <p>Specifications</p>																													
<table border="1"> <thead> <tr> <th data-bbox="214 548 683 630"><u>Item</u></th> <th data-bbox="683 548 1399 630"><u>Specification</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="214 630 683 672">STYLE #</td> <td data-bbox="683 630 1399 672">PS2026</td> </tr> <tr> <td data-bbox="214 672 683 756">MATERIAL</td> <td data-bbox="683 672 1399 756">Flame-resistant core is made of 100% polyester fiber. Cover material is PVC coated taffeta knit.</td> </tr> <tr> <td data-bbox="214 756 683 861">CONSTRUCTION</td> <td data-bbox="683 756 1399 861">Three sides are 3 spool overlock with inside seams. The 4th side is overlock closed with an outside seam.</td> </tr> <tr> <td data-bbox="214 861 683 903">COVER STRENGTH</td> <td data-bbox="683 861 1399 903">PVC coated taffeta.</td> </tr> <tr> <td data-bbox="214 903 683 1008">COVER PROPERTIES</td> <td data-bbox="683 903 1399 1008">Water resistant, flame-resistant, non-allergenic, tear resistant</td> </tr> <tr> <td data-bbox="214 1008 683 1092">COVER TEAR STRENGTH</td> <td data-bbox="683 1008 1399 1092">Tear and Abrasion Resistance, 103 lbs (w) x 65 lbs (f) ASTM D751</td> </tr> <tr> <td data-bbox="214 1092 683 1155">COVER TENSILE STRENGTH</td> <td data-bbox="683 1092 1399 1155">221 lbs/in² (w) x 189 lbs/in² (f), ASTM D751</td> </tr> <tr> <td data-bbox="214 1155 683 1197">SIZE</td> <td data-bbox="683 1155 1399 1197">20" x 26"</td> </tr> <tr> <td data-bbox="214 1197 683 1239">WEIGHT</td> <td data-bbox="683 1197 1399 1239">11.3 oz per square yard, ASTM D751</td> </tr> <tr> <td data-bbox="214 1239 683 1323">WASHING</td> <td data-bbox="683 1239 1399 1323">Pillow wipes clean with soap and water or properly diluted disinfectant—do not launder</td> </tr> <tr> <td data-bbox="214 1323 683 1365">COLOR</td> <td data-bbox="683 1323 1399 1365">Green - non-fading, non-bleeding</td> </tr> <tr> <td data-bbox="214 1365 683 1449">THREAD</td> <td data-bbox="683 1365 1399 1449">100% texturized polyester for added strength and durability</td> </tr> <tr> <td data-bbox="214 1449 683 1575">FLAMMABILITY</td> <td data-bbox="683 1449 1399 1575">Cover and batting meet flame resistance standards NFPA 701-1999 Test 2 large Cal. Tech. Bull. 117 sec E</td> </tr> <tr> <td data-bbox="214 1575 683 1852">PACKAGING</td> <td data-bbox="683 1575 1399 1852">Sold by the each. 4 each per master carton</td> </tr> </tbody> </table>	<u>Item</u>	<u>Specification</u>	STYLE #	PS2026	MATERIAL	Flame-resistant core is made of 100% polyester fiber. Cover material is PVC coated taffeta knit.	CONSTRUCTION	Three sides are 3 spool overlock with inside seams. The 4th side is overlock closed with an outside seam.	COVER STRENGTH	PVC coated taffeta.	COVER PROPERTIES	Water resistant, flame-resistant, non-allergenic, tear resistant	COVER TEAR STRENGTH	Tear and Abrasion Resistance, 103 lbs (w) x 65 lbs (f) ASTM D751	COVER TENSILE STRENGTH	221 lbs/in ² (w) x 189 lbs/in ² (f), ASTM D751	SIZE	20" x 26"	WEIGHT	11.3 oz per square yard, ASTM D751	WASHING	Pillow wipes clean with soap and water or properly diluted disinfectant—do not launder	COLOR	Green - non-fading, non-bleeding	THREAD	100% texturized polyester for added strength and durability	FLAMMABILITY	Cover and batting meet flame resistance standards NFPA 701-1999 Test 2 large Cal. Tech. Bull. 117 sec E	PACKAGING	Sold by the each. 4 each per master carton	
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MATERIAL	Flame-resistant core is made of 100% polyester fiber. Cover material is PVC coated taffeta knit.																														
CONSTRUCTION	Three sides are 3 spool overlock with inside seams. The 4th side is overlock closed with an outside seam.																														
COVER STRENGTH	PVC coated taffeta.																														
COVER PROPERTIES	Water resistant, flame-resistant, non-allergenic, tear resistant																														
COVER TEAR STRENGTH	Tear and Abrasion Resistance, 103 lbs (w) x 65 lbs (f) ASTM D751																														
COVER TENSILE STRENGTH	221 lbs/in ² (w) x 189 lbs/in ² (f), ASTM D751																														
SIZE	20" x 26"																														
WEIGHT	11.3 oz per square yard, ASTM D751																														
WASHING	Pillow wipes clean with soap and water or properly diluted disinfectant—do not launder																														
COLOR	Green - non-fading, non-bleeding																														
THREAD	100% texturized polyester for added strength and durability																														
FLAMMABILITY	Cover and batting meet flame resistance standards NFPA 701-1999 Test 2 large Cal. Tech. Bull. 117 sec E																														
PACKAGING	Sold by the each. 4 each per master carton																														

Bob Barker
 P.O. Box 429
 Fuquay-Varina, NC 27526
 PH: 1-800-334-9880
 Fax: 1-800-322-7537
www.bobbarker.com



66"x90" Solid Gray
 Blanket

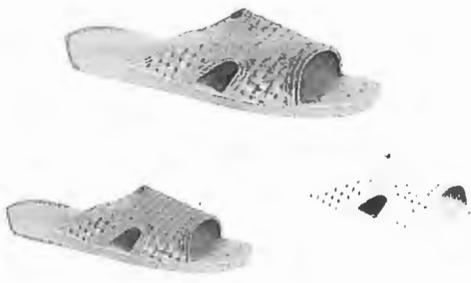
Style: WSB6690

Specifications

<u>Item</u>	<u>Specification</u>
DESCRIPTION	Loom woven solid gray wool blanket.
STYLE #	WSB6690
MATERIAL	50% Wool / 50% Synthetic fibers
SIZE	66 x 90
CONSTRUCTION	Loom woven with all four sides overlock stitched.
WEIGHT	3.75 lbs / ea
COLOR	Gray
PACKAGING	12 each per master carton
SELLING UNIT	Each
FIRE RESISTANT	Yes—CTB 117 SECE, CFR1610, ASTM D4151

<p>Bob Barker[®] P.O. Box 429 Fuquay-Varina, NC 27526 PH: 1-800-334-9880 Fax: 1-800-322-7537 www.bobbarker.com</p>		<p>Gray w/Blue Striping Cozy Blanket 66x90 Style# CZ6690GY Specifications</p>
--	--	--

<u>Item</u>	<u>Specification</u>
DESCRIPTION	Gray w/Blue striping cozy blanket, made with 100% recycled materials.
STYLE #	CZ6690GY
MATERIAL	Poly/Acrylic/Cotton/Other Fibers, 100% recycled materials
SIZE	66 x 90
CONSTRUCTION	Stitched on all four sides for superior strength.
WEIGHT	4.00 lbs / ea
COLOR	Gray w/Beige Striping
SELLING UNIT	15 each per case
FIRE RESISTANT	Meets ASTM D 4151-92 Flammability Requirements
WASHING INSTRUCTIONS	Machine wash in cold water. Tumble dry at low temperature.

<p>Bob Barker[®]</p> <p>P.O. Box 429 Fuquay-Varina, NC 27526</p> <p>PH: 1-800-334-9880 Fax: 1-800-322-7537 www.bobbarker.com</p>		<p>PVC Shower Sandal</p> <p>Styles: BB888, 80302, 80319</p>
--	--	---

Product Specifications

Item #/Color:	BB888 - (size) Tan 80302 - (size) Orange 80319 - (size) White Note: Due to recycled content, shade may vary lot to lot
Material:	PVC—versatile and flexible Note: PVC has natural anti-fungal and anti-bacterial properties. No additives.
Construction:	One piece “basket-weave” look
Sole:	Non-slip, non-marking
Heel Height:	1 1/8” to 1 1/2”
Size:	BB888/80302— Men’s whole sizes 6-14, 15/16 80319 (white)— Men’s whole sizes 7-13 Women order one size smaller
Product Weight:	1.08 lbs to 1.6 lbs
Cleaning:	Safe to clean with neutral suds and warm water., Autoclavable
Packaging:	36 each per master carton (one size per master carton)
Recycling:	Made of 100% recycled material. Can be recycled with #3 plastics—see local recycler for acceptance

 <p>P.O. Box 429 Fuquay-Varina, NC 27526 PH: 1-800-334-9880 Fax: 1-800-322-7537 www.bobbarker.com</p>		<p>Bio-Check PVC Sandal Style: 606</p>
--	--	--

Product Specifications

Item#:	606-Size
Color:	Cordovan
Material:	PVC Additive to provide antimicrobial protection, resist bacteria, mold, fungus (including athlete's foot) and odor causing germs. Properties cannot be washed off, dissolved or disabled by detergents or disinfectants
Construction:	One-piece injected mold limits security concerns Raised edge at heel for superior fit Added support wedge reduces tearing 1 ¼" to ½" thick cushioned sole for comfort Non-slip, non-marking
Size:	Small—2XL to fit shoe sizes M 5-14 Alpha sizing for streamlining inventory Women order one size smaller
Product Weight:	1.20 lbs to 1.85 lbs
Care:	Machine washable, do not put in industrial dryers
Packaging:	36 each per master carton (one size per master carton)
Recycling:	Made of 100% recycled material. Can be recycled with #3 plastics—see local recycler for acceptance

<p>Bob Barker[®] P.O. Box 429 Fuquay-Varina, NC 27526 PH: 1-800-334-9880 Fax: 1-800-322-7537 www.bobbarker.com</p>		<p>EVA Sandals Style SEVA-color- size</p>
--	--	---

EVA Sandals, Orange and Black

- 100% medium-soft ethyl vinyl acetate (EVA)
- One piece construction anatomically molded for comfort and stress tear resistance
- Insole ridges design help hold the foot in place
- Defined outsole ridges offer surface gripping and traction
- Non-skid and non-marking
- 0.4 to 0.6 lbs per pair—lightweight feature prevents use as a weapon
- Color availability of Black and Orange in all sizes.
- Sizes available: S to 3XL to fit foot sizes 5-16. Side size markings.
- 36 each per master carton - 6 pairs per polybag, 36 pairs in a box

Bob Barker[®]

P.O. Box 429
Fuquay-Varina, NC 27526

PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com



**BBC
Sweatpants**

Style # SPGY
 SPNV
 ZSPOR

Specifications

Item Number: SPGY-(size) Ash Gray
 SPNV-(size) Navy

Description: BBC 1st Quality Sweatshirts

Construction: 7.75 oz. Cotton/Polyester Blend (55%/45%)
 Elastic waist and cuff
 No drawstring or pockets

Sizes: SPGY: S-10XL
 SPNV: S-4XL
 ZSPOR: S-4XL*
 *ZSPOR special order drop ship item

Washing: Machine Wash Warm. No Bleach. Tumble Dry.

Selling UOM: Each

Packaging: S-3XL: 1 each, 36 units/master carton
 4XL-6XL: 1 each, 24 units/master carton
 8XL- 10XL: 1 each, 12 units/master carton

BobBarker[®]

P.O. Box 429
Fuquay-Varina, NC 27526

PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com



**BBC
Sweatshirts**

Style # SSGY
 SSNV
 SSOR

Specifications

Item Number: SSGY-(size)
 SSNV-(size)
 SSOR-(size)

Description: BBC 1st Quality Sweatshirts

Construction: 7.75 oz. Cotton/Polyester Blend (55%/45%)
 Long sleeve crewneck pullover
 Ribbed collar, cuff and band
 Coverseamed neck

Sizes: SSGY: S-10XL
 SSNV: S-4XL*
 SSOR: S-4XL**
 *special order 5XL, 6XL, 8XL see ZSSCNNV
 **special order 5XL, 6XL, 8XL see ZSSCNOR

Washing: Machine Wash Warm. No Bleach. Tumble Dry.

Selling UOM: Each

Packaging: S-6XL: 1 each, 24 units/master carton
 8XL- 10XL: 1 each, 12 units/master carton

Medium Weight T-Shirt, Maroon**Medium weight T-Shirts in a variety of colors**

These Medium Weight T-Shirts come in a variety of colors make color-coding populations easy and affordable.

- 5-Ounce
- Double-needle coverstitched front neck
- Seamless ribbed collar with shoulder-to-shoulder tape
- Double-needle stitched bottom hem and sleeves
- 100% Cotton (except: Ash 98% Cotton 2% Poly; Athletic Heather 90% Cotton 10% Poly)

Item Number	Description
ZCTSMA-S	Medium Weight T-Shirt, Maroon Size Small
ZCTSMA-M	Medium Weight T-Shirt, Maroon Size Medium
ZCTSMA-L	Medium Weight T-Shirt, Maroon Size Large
ZCTSMA-XL	Medium Weight T-Shirt, Maroon Size X-Large
ZCTSMA-2XL	Medium Weight T-Shirt, Maroon Size 2X-Large
ZCTSMA-3XL	Medium Weight T-Shirt, Maroon Size 3X-Large
ZCTSMA-4XL	Medium Weight T-Shirt, Maroon Size 4X-Large
ZCTSMA-5XL	Medium Weight T-Shirt, Maroon Size 5X-Large
ZCTSMA-6XL	Medium Weight T-Shirt, Maroon Size 6X-Large

 <p>P.O. Box 429 Fuquay-Varina, NC 27526</p> <p>PH: 1-800-334-9880 Fax: 1-800-322-7537 www.bobbarker.com</p>		<p>Brief Style Cotton/Poly Panties</p> <p>Style: ELBLS</p> <p>Specifications</p>																				
<table border="1"> <thead> <tr> <th data-bbox="219 548 683 619"><u>Item</u></th> <th data-bbox="683 548 1399 619"><u>Specification</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="219 619 683 682">Item Number:</td> <td data-bbox="683 619 1399 682">ELBLS</td> </tr> <tr> <td data-bbox="219 682 683 745">Color:</td> <td data-bbox="683 682 1399 745">White</td> </tr> <tr> <td data-bbox="219 745 683 871">Description:</td> <td data-bbox="683 745 1399 871">First quality, generous sizing, comfortable fit and double panel crotch. Traditional brief styling with full coverage in front and back.</td> </tr> <tr> <td data-bbox="219 871 683 934">Fabric Content:</td> <td data-bbox="683 871 1399 934">60% Cotton/40% Poly</td> </tr> <tr> <td data-bbox="219 934 683 997">Fabric Weight:</td> <td data-bbox="683 934 1399 997">3.65 ounces/yd² (124gm/m²),</td> </tr> <tr> <td data-bbox="219 997 683 1186">Construction:</td> <td data-bbox="683 997 1399 1186">Generous sizing, double panel crotch. 3/4" knit elasticized trim around waistband and 3/8" covered elasticized leg openings. Traditional brief styling with full coverage in front and back.</td> </tr> <tr> <td data-bbox="219 1186 683 1249">Sizes:</td> <td data-bbox="683 1186 1399 1249">Sizes 5 to 16</td> </tr> <tr> <td data-bbox="219 1249 683 1312">Washing:</td> <td data-bbox="683 1249 1399 1312">Wash warm, tumble dry low</td> </tr> <tr> <td data-bbox="219 1312 683 1438">Packaging:</td> <td data-bbox="683 1312 1399 1438">25 dozen per master carton</td> </tr> </tbody> </table>			<u>Item</u>	<u>Specification</u>	Item Number:	ELBLS	Color:	White	Description:	First quality, generous sizing, comfortable fit and double panel crotch. Traditional brief styling with full coverage in front and back.	Fabric Content:	60% Cotton/40% Poly	Fabric Weight:	3.65 ounces/yd ² (124gm/m ²),	Construction:	Generous sizing, double panel crotch. 3/4" knit elasticized trim around waistband and 3/8" covered elasticized leg openings. Traditional brief styling with full coverage in front and back.	Sizes:	Sizes 5 to 16	Washing:	Wash warm, tumble dry low	Packaging:	25 dozen per master carton
<u>Item</u>	<u>Specification</u>																					
Item Number:	ELBLS																					
Color:	White																					
Description:	First quality, generous sizing, comfortable fit and double panel crotch. Traditional brief styling with full coverage in front and back.																					
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Sizes:	Sizes 5 to 16																					
Washing:	Wash warm, tumble dry low																					
Packaging:	25 dozen per master carton																					

Nature Mint Toothpaste, 1.50 oz.



Top quality, low cost fluoride toothpaste

- Contains fluoride
- Fights tooth decay
- Anticavity formula
- Animal fat-free
- White paste
- All plastic tubing

Item Number	Description
FM15	Nature Mint Toothpaste, 1.50 oz.

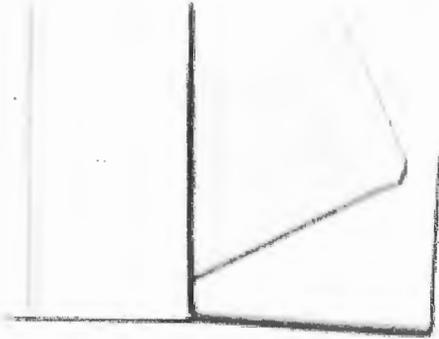
Super Shorty Wrapped Toothbrush

- 3.25" in length
- 25-Tuft
- Nylon bristles
- Individually sealed in clear bags
- Ivory color

Item Number	Description
BBST25	Super Shorty Wrapped Toothbrush

<p>BobBarker[®] P.O. Box 429 Fuquay-Varina, NC 27526 PH: 1-800-334-9880 Fax: 1-800-322-7537 www.bobbarker.com</p>		<p>Wrapped Antibacterial Deodorant Soap Style: 62105-C</p>
---	---	--

<u>Item</u>	<u>Specification</u>
STYLE #	62105-C
DESCRIPTION	#1.25 Wrapped Antibacterial Deodorant Soap
SPECIFICATIONS	<ul style="list-style-type: none">• No Pork Fat• Smooth and Solid Bar
FRAGRANCE	Mild Scent
COLOR	Almond
SIZE	#1.25
CASE PACK	500 per case

Bob Barker Deodorant Soap, Unwrapped

Bob Barker Soaps - brand name quality at value prices

Save money without sacrificing quality with our Bob Barker branded soaps. Bob Barker soaps are made from the same high-quality formulas found in more expensive brands, yet cost less. Whether you choose wrapped or unwrapped, our soaps are triple milled to last longer, are just as effective in fighting germs and odors as other brands, and are suitable for all populations.

- Mild fragrance
- Almond color

Item Number	Description
AU1	Unwrapped #.5, 1000 per case
AU15	Unwrapped #1.5, 500 per case
AU3	Unwrapped #3, 144 per case

Bob Barker

Bid Department: 1-800-235-8586
or FAX 1-888-866-3331

Maximum Security Shampoo, 2 oz.



- Maximum Security Shampoos
- Name brand quality shampoo
- Clear formula and plastic container for easy contraband inspection
- Animal fat-free

Item Number	Description
MS2	Maximum Security Shampoo, 2 oz.

Maximum Security Single Blade Razor, Clear

- Construction:** One Piece construction design features an open back and closed end to prevent hiding contraband, clear removable safety cap
- Blade:** Stainless steel single blade, adopted electrostatic spray and sputter coating processing on blade edge
- Handle:** Plastic handle is constructed of High Impact Polystyrene(HIPS)
- Clarity:** Clear color offers a safe convenient way to identify contraband
- Packaging:** 10 razors per bag, 100 bags per case

Bob Barker Company, Inc.
PO Box 429
Fuquay Varina, NC 27526

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America's Leading Detention Supplier

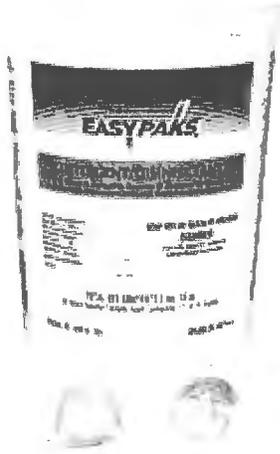
Black Plastic Pocket Comb, 5"

Choose between a case pack of 144 or a case pack of 2,160



Item Number	Description
C-5	Black Plastic Pocket Comb, 5"
C5B	Black Plastic Pocket Comb, 5" Loose Pack

Detergent Disinfectant



Easy Paks-Detergent Disinfectant

Specially formulated for cleaning, disinfecting and deodorizing in institutional settings. Use on inanimate, hard surfaces to fight mildew, bacteria and viruses.

- Kills HIV-1 on pre-cleaned environmental surfaces/objects previously soiled with blood/body fluids.
- Easy to use. One packet into one bucket. No guess work or waste. Dissolves quickly in water. Each packet makes up to 1 gallon of cleaning solution.
- Packed: 180 packets in two resealable, recyclable plastic tubs. (90/tub)

Item Number	Description
90650	Detergent Disinfectant

<p>Bob Barker[®] P.O. Box 429 Fuquay-Varina, NC 27526 PH: 1-800-334-9880 Fax: 1-800-322-7537 www.bobbarker.com</p>		<p>Clincher II w/Plastic Fasteners Item: PL646-Color</p>
--	--	--

<u>Item</u>	<u>Specification</u>
Item Number: PL646-Color	Clincher IV—Heavy Duty
Material:	Heavy Duty Multi-Laminate Material
Specifications:	Tamper Resistant Write On Style Band Stripe Pattern Colors & White 15 Reusable Carrier Sleeves are included
Dimensions:	.94" Wide X 11.38" Long
Thickness:	.014" after Lamination
Circumference:	5.1" Minimum to 10.6" Maximum
Information Area:	4.0" (L) X .7" (H)
Break Point:	131 Lbs.
Closure:	Two piece plastic snaps
Case Pack:	500 bands per box
Carrying Weight:	18.3 lbs
Colors: Stock:	White (WH); Orange (OR)

Fastening Tool For CLINCHER



- Fastening Tool for Clincher Metal Fasteners
- Tool is not required for Plastic Fasteners

Item Number	Description
647	Fastening Tool For CLINCHER

<p>Bob Barker[®] P.O. Box 429 Fuquay-Varina, NC 27526 PH: 1-800-334-9880 Fax: 1-800-322-7537 www.bobbarker.com</p>		<p>Flexible Pen</p> <p>Items: MSBP—Black MSP—Blue MSRP—Red</p>
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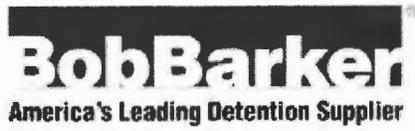
<u>Item</u>	<u>Specification</u>
Item Number:	MSBP; MSP; MSRP
Specifications:	Maximum Security Clear Pen Bendable, non breakable, clear sleeve 4" Length
Colors:	Black, Blue, Red
Ink:	Ink is not water soluble
Selling Unit of Measure:	Case of 144 eaches
Master Carton Quantity:	24 Cases of 144 (3456 each)

Tampons, Wrapped



- Individually wrapped in paper
- Cardboard applicators
- Regular absorbency

Item Number	Description
TPX500	Tampons, Wrapped



☰ MENU



CALL US: 1-800-334-9880

CALL US: 1-800-334-9880

Home ▶ Sanitary Napkins, 250 case pack

SANITARY NAPKINS, 250 CASE PACK

#250IM-C

\$30.00 /C250

Sold 250 per case



QTY:

1

ADD TO CART

Description

Description

- Beltless maxi pads with adhesive strip
- Individually wrapped
- 110 ml absorbency

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Maxithin, Bulk 250/case
Item #: 250IM-C

<u>Description:</u>	230mm sanitary napkin without wing (Non-sterile)
<u>Total Weight:</u>	8 +/-0.5g per piece
<u>Length and Width of Pad:</u>	9.06*3.62 inch (230*92mm)
<u>Adhesive Backing (pull-off strip):</u>	6.5*1.18 inch (165*30mm)
<u>Pad Filler:</u>	7.68*2.56 inch (195*65mm)
<u>Absorbency:</u>	110ml per piece
<u>Packaging:</u>	bulk packing, 250pieces in one carton
<u>Carton Size:</u>	450*210*215mm
<u>Net Weight:</u>	2kgs per carton
<u>Gross Weight:</u>	2.5kgs per carton
<u>Main Material & Structure:</u>	1.Top layer: Non-woven fabric 2.Centre layer: tissue paper with fluff pulp and SAP. 3.Bottom layer: PE film with release paper 4.Pouch: PE film

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**12" x 12" Brown
 Budget-Grade
 Institutional
 Washcloth
 Style: WC1212BR**

Specifications

<u>Item</u>	<u>Specification</u>
DESCRIPTION	Budget Grade Institutional 100% cotton terry washcloth
STYLE #	WC1212BR
MATERIAL	100% Cotton Terry
CONSTRUCTION	All sides are hemmed.
SIZE	12" x 12"
COLOR	Brown
THREAD	10/s
WEIGHT	.75 lb per dozen
PACKAGING	Washcloths are shipped machine compressed. 100 Dozen per Master Carton
SELLING UNIT	Dozen

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 Fuquay-Varina, NC 27526
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 Fax: 1-800-322-7537
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**22"x 44" White
 Budget-Grade
 Institutional
 Towel
 Style: BT2244**
 Specifications

<u>Item</u>	<u>Specification</u>
DESCRIPTION	Budget Grade Institutional cotton terry towel.
STYLE #	BT2244
MATERIAL	100% Cotton Terry
CONSTRUCTION	All sides are hemmed.
SIZE	22" x 44"
COLOR	White
THREAD	10/s
WEIGHT	6.0 lb per dozen
PACKAGING	Towels are shipped machine compressed. 25 Dozen per Master Carton
SELLING UNIT	Dozen

BobBarker[®]

7925 Purfoy Road
PO Box 429
Fuquay-Varina, NC 27526
(800) 334-9880
(800) 322-7537 fax

Satisfaction Guaranteed

If, for any reason, you are not fully satisfied with a purchase from us, simply return the merchandise, in its original condition and with freight prepaid, within 30 days for an exchange, refund, or credit. Restocking charges may apply to some items. Custom-made and silkscreen items may not be returned.

Bob Barker Flame-Chek Mattresses

Bob Barker Co., Inc, warrants to the original institutional purchaser a 1-year warranty against manufacturing defects in our Flame-Chek Mattresses under normal wear, tear, and care conditions.

To ensure proper credit, call 1-800-527-6011 before returning merchandise.

Minutes of Special Meeting of the Board of Directors for Bob Barker Company, Inc.

A Special Meeting of the board of directors of Bob Barker Company, Inc was held on August 28, 2018 at Bob Barker Company at 7925 Purfoy Road, Fuquay Varina, North Carolina. The Following directors were present and participated in the meeting:

Robert J Barker, Sr.	Patricia M. Barker
Robert J Barker, Jr.	Nancy B. Johns
John Kasberger	Dave Colburn
Gabe Cipau	George Snead

Robert J Barker, Sr., Chairman of the Board, chaired the meeting and Patricia M. Barker, Executive Vice President of the Corporation, acted as Secretary of the meeting. The chairman announced that a quorum of directors was present and that the meeting, having been duly convened, was ready to proceed with its business. The Secretary presented a waiver of notice of the meeting, signed by all of the directors and was directed to file the waiver of notice with the minutes of the meeting. After full discussion of the affairs of the company, the following resolution was introduced for consideration and adoption by the directors:

RESOLVED, that the Board of Directors hereby grants signatory authority to enter bids obligating the company in agreements to furnish products and services at agreed prices and conditions.

Angela DeBoeser	<u>Angela DeBoeser</u>
April Paszkiewicz	<u>April Paszkiewicz</u>
Betsy Copeland	<u>Betsy Copeland</u>
Bettina Morgan	<u>Bettina Morgan</u>
Dale Griffith	<u>Dale Griffith</u>
Erika Flynn	<u>Erika Flynn</u>
K. Nicole Saunders	<u>K. Nicole Saunders</u>
Kathryn Malcolm	<u>Kathryn Malcolm</u>
Melody Ballard	<u>Melody Ballard</u>
Robert J. Barker, Sr.	<u>Robert J. Barker, Sr.</u>
Robert J. Barker, Jr.	<u>Robert J. Barker, Jr.</u>
Ryan Wilkie	<u>Ryan Wilkie</u>
Shannon Pilkington	<u>Shannon Pilkington</u>
Tabitha Hartley	<u>Tabitha Hartley</u>
Tabitha L. Poteat	<u>Tabitha L. Poteat</u>
Talia Hair	<u>Talia Hair</u>

The resolution was unanimously approved. There being no further business before the meeting, on motion duly made, seconded and carried, it was adjourned.

Robert J. Barker, Sr.
Robert J Barker, Sr.
Chairman of the Board of Directors

Patricia M. Barker
Patricia M. Barker
Secretary of the Board of Directors



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymmo.org

Bid Data

Bid Number: **04-15FEB19**

Commodity Title: **Inmate Hygiene and Other Supplies – Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday, February 15, 2019**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor’s expense.

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

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Friday, February 15, 2019**

Time: Shortly after the Bid Submission Deadline Stated Above

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

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder’s Instructions and Evaluation**
- 4.0: **Vendor’s Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **“No Bid” Response Form**

Insertion Date: 1/30/19

1. Introduction and General Conditions of Bidding

1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of **Inmate Hygiene and Other Supplies** for the Boone County Sheriff's Department as further specified 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 RFB 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/Vendor:** 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 RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the "successful bidder" who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a "Request for Bid." A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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/Bid:** The written, sealed document submitted by the bidder/vendor/supplier

according to the RFB instructions.

- 1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in 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 RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymo.org.

- 1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder's failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

- 1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum 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 bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.

- 1.4.1. The County prefers to award all items to one vendor, or to group items and award to a few multiple vendors, but it reserves the right to award items on an item-by-item basis and to award to multiple vendors, as determined to be in the County's best interests.

- 1.4.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

- 1.5. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

- 1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. **SCOPE OF WORK**

2.1. **GENERAL REQUIREMENTS:** The contractor shall provide one, some or all of the inmate hygiene and other supplies identified/specified on the pricing page at the firm, fixed pricing quoted on an as needed, if needed basis as ordered by the Boone County Sheriff's Department and the Boone County Juvenile Justice Center in accordance with the terms and specifications stated herein.

2.2. **REPLACEMENT OF DAMAGED PRODUCT:** The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.

2.3. **MINIMUM ORDER QUANTITY:** The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County.

2.4. **RETURN OF GOODS:** The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.

2.5. **CONTRACTOR SAMPLE ASSURANCE:** The contractor shall agree that product provided under contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein. Furthermore, if the product has been sample-tested, the contractor shall agree that the same product submitted for sample-testing and which passed sample-testing shall be provided to the County for the duration of the contract. No substitutions of product shall be made without the prior written approval of the Purchasing Department. Only substitutes that are equivalent or better than the product(s) originally contracted for, and equal to or less in price, shall be considered for approval.

2.6. **Warranty:** The contractor shall provide the standard manufacturer's warranty on all parts and equipment provided. During the warranty period, the contractor shall provide any replacement parts and repair service at no additional cost to the state. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.

2.7. **PRODUCT SUBSTITUTIONS:** The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Boone County Purchasing Department.

- a. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the County reserves the right to allow the substitution of any new or different product/system offered by the contractor. The County shall be the final authority as to acceptability of any proposed substitution.
- c. Any item substitution shall require a formal contract amendment authorized by the County prior to the County acquiring the substitute item under the contract.
- d. The County may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the County. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

2.8. DELIVERY: The contractor shall deliver items within thirty (30) calendar days of receipt of the order from the County, or as otherwise indicated on the Vendor Response and Pricing Pages. Delivery shall be FOB Destination Freight Prepaid and Allowed. Delivery shall be sent to the ordering County office:

Boone County Sheriff's Department 2121 County Dr., Columbia, MO 65202

Juvenile Justice Center 5665 Roger I. Wilson Memorial Drive Columbia, MO 65202

2.9. BILLING AND PAYMENT: Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.

- a. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- b. As applicable to ordered product, itemized written invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202; and at the Juvenile Justice Center at: 5665 Roger I. Wilson Memorial Drive Columbia, MO 65202.

2.10. ESTIMATED QUANTITIES: The quantities indicated in this Request for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise

stated. The County makes no guarantees about single order quantities or total aggregate order quantities.

2.11. Contract Period: The contract period shall be from **the April 1, 2019 through March 31, 2020**. The contract may be renewed at the sole option of the County for an additional **three (3)** one-year periods, or any portion thereof. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

2.12. PRICING: Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response and Pricing Pages for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

- a. Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- b. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
- c. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.
- d. Regarding both the firm, fixed priced items (line items 4.10.1 through 4.10.28) and catalog discounted items available at a discount off list price (line item 4.10.29), all prices/discount shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- e. The County would like to purchase inmate hygiene and other supplies in addition to those specifically identified. For catalog purchases, pricing shall be determined by applying the firm, fixed quoted discount (line item 4.10.29) to current catalog pricing for the item.
- f. The contractor must provide the County with a contract price listing/catalog upon request at no additional cost. The contractor shall understand and agree that the price list/catalog pricing may change during the contract period and each renewal period, although such pricing shall not change with a frequency greater than every six (6)

months if during the contract period. All updated price lists/catalogs must be forwarded to the County as applicable.

- g. The firm, fixed discount percentage shall apply to all inmate hygiene and other supplies as found in the contractor's current price list/catalog pricing.
- h. Pricing for firm, fixed and catalog-discounted items shall be FOB Destination, Freight Prepaid and Allowed.
- i. In the event that a price list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price.
- j. The contractor shall not impose a discount "floor." The state agency shall receive promotional and special pricing as may apply to the published MSRP/ contractor's current price list/catalog pricing at the time of purchase, whichever price is lowest.
- k. The contractor shall understand and agree that the firm, fixed discount percentage (line item 4.10.29) shall remain the same throughout the duration of the contract.
- l. The contractor shall understand and agree that the purpose of the discount is only for the purchase of products that are similar in nature and scope to identified line items 4.10.1 through 4.10.28 identified on the contract Vendor Response and Pricing Pages.

2.13. Contract Extension: The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.14. Contract Documents: The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.

2.15. REPORTS: Upon request, at no cost to the County, the contractor shall prepare and submit a written report indicating purchases made by the County offices off the contract. For example, the report would show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price with an annual or year-to-date total by item and for all purchases.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 3.1 RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 SUBMITTAL OF RESPONSES:** Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Address and Deadline." **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- a. **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- b. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.4. REMOVAL FROM VENDOR DATABASE:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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.
- 3.5. RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- a. **Rejection or Correction of Responses:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.6. EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does

not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

Method of Evaluation: The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, and in terms of cost to the County as well as other factors stated in the RFB.

- a. The cost evaluation shall be conducted by multiplying the quoted price per item by the respective estimated volume for that line item. The subtotals from all extended line item prices shall be added together to develop a total price for the contract period. The cost evaluation shall consider pricing totals for the original contract period plus the renewal contract periods; a grand total will be developed adding together the totals for all contract periods. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate optional items, if deemed necessary.

Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.

- 3.7. **VALIDITY OF BID AND PRICING:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.8. **RIGHT TO REJECT, WAIVE INFORMALITIES, AND/OR CLARIFY BIDS:** Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.9. **SOVEREIGN IMMUNITY:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.
- 3.10. **OPEN COMPETITION:** Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
 - a. The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the vendor must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

3.11. **DESCRIPTION OF PRODUCTS BEING BID TO COUNTY:** The vendor may submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor. The vendor is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

- a. It is the vendor's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the vendor to provide assurance that the product bid meets specifications.

3.12. **SAMPLES MAY BE REQUESTED:** In the event the County is not familiar with the product brand/model being bid, the County may request a sample(s) for the item(s) in order to conduct a careful and thorough evaluation. The vendor may be required to submit samples. If notified, such samples should be received in the Purchasing Department within five (5) working days after notification, or as otherwise agreed to by the Purchasing Department.

**PURCHASE AGREEMENT
FOR
INMATE HYGIENE AND OTHER SUPPLIES**

THIS AGREEMENT dated the 25th day of April 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Charm-Tex** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Inmate Hygiene and Other Supplies**, County of Boone Request for Bid, bid number **04-15FEB19** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions, as well as the Contractor's bid response dated **February 4, 2019**, executed by **Stan Danzger** on behalf of the Contractor, and e-mail clarification dated 2/28/19 from **Stan Danzger**. 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 the 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, Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period – The initial contract period shall be the **Date of Award through March 31, 2020**. The County shall have the option to renew the contract period for three (3) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following Inmate Hygiene and Other Supplies.

Inmate Hygiene and Other Supplies	
<p>4.10.4 Wool Blanket Grey woven wool blanket Minimum 4#'s each Overstitched all sides Fire-resistant in accordance with federal standard 16 CFR Part 1610, Washable and dryable Minimum 66"X90" Acceptable minimum wool content: 52% Price by each Brand/Model/SKU: Charm-Tex Pomona70</p>	\$6.07/Each
<p>4.10.5 Poly-cotton, Durable Prison Blanket Minimum 55% polyester/30% acrylic/ 10% cotton/ 5% other fibers, minimum 60" X 90" size, safe and fire resistant, meets/exceeds the ASTM D4151</p>	\$5.83/Each

<p>flammability test, strong, durable, seamless construction with stitching on all four-sides to prevent unraveling, soft/plush feel, Grey with blue striping, individually packed in a poly bag</p> <p>Brand/Model/SKU: BL/Kimball</p>	
<p>4.10.13 Toothpaste Minimum 1.5 oz. fluoride toothpaste Mint, white All plastic tube with twist cap No animal fat or by-products, and no alcohol Brand/Model/SKU: Charm-Tex H/CTP15</p>	<p><u>\$28.90/Case of 144</u></p>
<p>4.10.15 Soap, Individually Wrapped Minimum 1.5 oz. bar deodorant bar soap No animal fat or by-products Packaging: 500/case Brand/Model/SKU: Charm-Tex H/S1.5</p>	<p><u>\$48.90/Case of 500</u></p>
<p>4.10.16 Soap, Unwrapped Minimum 1.5 oz. bar deodorant bar soap Antibacterial No animal fat or by-products Packaging: 500/case Brand/Model/SKU: Charm-Tex H/S1.5UN</p>	<p><u>\$44.90/Case of 500</u></p>
<p>4.10.17 Shampoo Clear shampoo in clear bottle Quality shampoo Animal-fat free Individual Bottle: Minimum 2 fluid oz. 96 bottles per case Brand/Model/SKU: Charm-Tex H/CTSC2</p>	<p><u>\$20.90/Case of 96</u></p>
<p>4.10.29 Miscellaneous Items Not Specified Above Available in the Vendor's Current On-Line and Hard-Copy Catalog Firm, fixed discount off current list price or MSRP, whichever is lower</p>	<p><u>5% Discount</u></p>

4. Delivery – The Contractor agrees to deliver ordered product to the Boone County Sheriff's Department within 30 calendar days after receipt of order. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB Destination, Freight Prepaid and Allowed.

5. **Warranty** – The standard manufacturer warranty shall apply to all products provided under contract to commence upon the County’s acceptance of ordered product.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff’s Department. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the 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.

7. **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.

8. **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 in writing by the Boone County Purchasing Office on behalf of the Sheriff’s Department using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

CHARM-TEX

DocuSigned by:
 by Stan Danziger
 FF9759EFC53B4F1...
 title VP of Sales

BOONE COUNTY, MISSOURI

by: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Charly J. Johnson
 Charly J. Johnson
 County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
 Brianna Lennon, 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Commission Order # _____

Fund: 1255 - Account: 23025 \$30,200.00

Fund: 1255 - Account: 23026: \$8,744.00

DocuSigned by:
Diana Reedford by jj
Signature

4/8/2019

Date

Appropriation Account

Commission Order # _____

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

Liz Palazzolo

From: Stan Danzger <stan@charm-tex.com>
Sent: Thursday, February 28, 2019 11:38 AM
To: Liz Palazzolo
Subject: RE: Clarification to bid to Boone County Missouri 04-15FEB19 Inmate Hygiene and Other Supplies

POMONA70 (sorry about that)

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Thursday, February 28, 2019 12:37 PM
To: Stan Danzger <stan@charm-tex.com>
Cc: Kaily <Kaily@charm-tex.com>
Subject: RE: Clarification to bid to Boone County Missouri 04-15FEB19 Inmate Hygiene and Other Supplies
Importance: High

On the blanket, is it the Pomona 50, Pomona 70, Pomona 80, or Pomona 90?

Liz Palazzolo

Senior Buyer

Boone County Purchasing

Phone: 573-886-4392

Fax: 573-886-4390

613 E. Ash, Room 109

Columbia, MO 65201

From: Stan Danzger <stan@charm-tex.com>
Sent: Thursday, February 28, 2019 11:31 AM
To: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Cc: Kaily <Kaily@charm-tex.com>
Subject: RE: Clarification to bid to Boone County Missouri 04-15FEB19 Inmate Hygiene and Other Supplies

Liz,

So sorry for the delay – I was out of town....

See your answers below in red

If you have anything else – We're here to help

Thanks,

Stan Danzger

Charm-Tex

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Tuesday, February 26, 2019 2:20 PM
To: Stan Danzger <stan@charm-tex.com>
Subject: Clarification to bid to Boone County Missouri 04-15FEB19 Inmate Hygiene and Other Supplies
Importance: High

Good afternoon Stan: I am requesting clarification from Charm-Tex regarding its bid to Boone County RFB 04-15FEB19 for Inmate Hygiene and Other Supplies. Please respond today if possible, and let me know if you have any questions.

- (1) Is cooperative purchasing allowed, i.e., would Charm-Tex allow another public entity to purchase off a resulting contract with the County the same items at the same prices? YES!
Yes or No
- (2) Confirm that for the first renewal option, Charm Tex's maximum price increase is 10% applied to original pricing. YES! To original pricing
- (3) Confirm that for the second renewal option, Charm Tex's maximum price increase is 10% applied to original pricing. YES! To original pricing
- (4)
- (5) Confirm that for the third renewal option, Charm Tex's has bid 0% applied to original pricing, i.e., pricing for the third renewal option reverts to original pricing. Should have been the same 10%
- (6) Confirm that delivery is 30 calendar days after receipt of order – yes delivery is 30 days ARO – probably sooner
- (7) Confirm that the County receives the standard manufacturer warranty on the items – yes of course. 1 years free of manufacturing defects
- (8) Confirm that item Charm-Tex PL-PCV26G is being bid for item 4.10.3, the pillow. – yes \$5.26 per pillow
- (9) Please identify which Pomona code is being bid for item 4.10.4 the wool blanket and specifically identify the weight of each blanket. 4.75 lbs

Liz Palazzolo

Senior Buyer

Boone County Purchasing

Phone: 573-886-4392

Fax: 573-886-4390

613 E. Ash, Room 109

Columbia, MO 65201



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

-
- 4.1. Company Name: Charm-Tex
- 4.2. Address: 1618 Coney Island Ave
- 4.3. City/Zip: Brooklyn NY 11230
- 4.4. Phone Number: (718) 252-8100
- 4.5. Fax Number: (718) 258-8303
- 4.6. Contact Name and E-Mail Address to receive documents for electronic signature:
Stan Danziger, stan@charm-tex.com
- 4.7. Federal Tax ID or Social Security #:
11-2582405
- 4.8. 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, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting

thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):

4.8.2. Type or Print Signed Name:
Stan Danziger

4.8.3. Today’s Date: 2/4/19

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

NOTE: The bidder must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

PRICING:

The bidder may bid one, some or all line items shown below. Specifications shown identify minimum characteristics that the products bid shall meet. All pricing shall be firm and fixed. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Note About Estimated Quantities: Some items like toothbrushes, toothpaste, shower sandals, soap are used daily therefore the estimated quantities shown below are annual purchase estimates. Other items may be purchased on a replacement cycle, e.g., once every three years, to include but not necessarily be limited to items like mattresses, mattress covers, pillows, blankets, towels and washcloths.

Note About the Brand Reference: The “Brand Reference” noted below is for reference only and is not intended to indicate that only the noted brand is acceptable. The County will allow other brands with the same or equal characteristics to the referenced brand to be bid and considered for award.

Charm-TEX

Pricing Line Item	Item Description	Estimated Quantity	Firm, Fixed Total Price Per Each for the Initial Contract Period
4.10.1	<p>Mattress Minimum 25" W X 75" L X 4" H Cover and batting meet/exceed federal correctional flammability standards (16 CFR Part 1633, DOC Federal Flammability FF-4-72, and California Technical Bulletins 129 and 603) Brand Reference: Flame-Chek Polyester Mattress (PJM25754)</p> <ul style="list-style-type: none"> Price per each mattress <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: MT/DR NS 25754</p> <p>Packaging: 5 Each</p>	46	\$ 41.90
4.10.2	<p>Mattress Cover Heavy-duty vinyl laminate – must slip-over/fit mattress specified above (item for easy-on/off use; flame resistant, mildew and water resistant –</p>	8	\$ 11.90

Charm-Fex

	<p>wipes clean with soap and water Brand Reference: Bob Barker VMC25724</p> <ul style="list-style-type: none"> • Price per each mattress cover <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>CT</u></p> <p>Model or SKU #: <u>mcl25754Vinyl</u></p> <p>Packaging: <u>20 Each</u></p>		
<p>4.10.3</p>	<p>Pillow Minimum 20" X 26" full size pillow, minimum 3-ply vinyl cover, dark green, wipes clean, includes tear-resistant cover, flame resistant 100% polyester fiber pillow Brand Reference: Bob Barker PS2606</p> <ul style="list-style-type: none"> • Price per each pillow <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>CT</u></p> <p>Model or SKU #:</p>	<p>8</p>	<p>\$ <u>5.26</u> <u>each</u></p>

Charm-TEX

	<p>PL/PCV266</p> <p>Packaging: 12 CS.</p>		
4.10.4	<p>Wool Blanket Grey woven wool blanket Minimum 4#'s each Overstitched all sides Fire-resistant in accordance with federal standard 16 CFR Part 1610, Washable and dryable Minimum 66"X90" Acceptable minimum wool content: 52% Price by each Brand Reference: ICS Jail Supplies L010</p> <ul style="list-style-type: none"> • Price per each blanket <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>CT</u></p> <p>Model or SKU #: <u>PO MONG</u></p> <p>Packaging: <u>24/bale</u></p>	10	\$ 6.07
4.10.5	<p>Poly-cotton, Durable Prison Blanket Minimum 55% polyester/30% acrylic/</p>	12	\$ 5.83

Charm-TEX

	<p>10% cotton/ 5% other fibers, minimum 60" X 90" size, safe and fire resistant, meets/exceeds the ASTM D4151 flammability test, strong, durable, seamless construction with stitching on all four-sides to prevent unraveling, soft/plush feel, Grey with blue striping, individually packed in a poly bag, sold individually or per case of 12 Price per each blanket Brand Reference: Charm-TEX BL/Kimball 66X90</p> <ul style="list-style-type: none"> • Price per each blanket <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: BL/Kimball</p> <p>Packaging: B/Cs.</p>		
<p>4.10.6</p>	<p>Heavy Duty Sandal One-piece molded PVC vinyl construction, soft and flexible for indoor</p>	<p>840 pair</p>	<p>\$ 1.47</p>

Charm-TEX

	<p>and outdoor use. No air pocket in sole. Durable and long-lasting. Sizes: 6-16 Packaging: 24 pair per case Brand Reference: ICS Jail Supplies M019</p> <ul style="list-style-type: none"> • Price per each pair of sandals <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: F/shower 6R</p> <p>Packaging: 24 / CS</p>		
<p>4.10.7</p>	<p>Shower Sandal Everyday PVC Sandal No-Skid Form-fitting, prevents slippage Flexible B-chek (or equal) to reduce odors Mildew resistant Brand Reference: Bob Barker B-Chek PVC Sandal</p> <ul style="list-style-type: none"> • Price per each pair of sandals <p>The bidder should provide the following</p>	<p>13 pair</p>	<p>\$</p> <p>(N/B)</p> <p>No Bid</p>

Charm-TEX

	<p>information about the product being bid:</p> <p>Brand:</p> <p>Model or SKU #:</p> <p>Packaging:</p>		
<p>4.10.8</p>	<p>Every-day Wear Clog Designed for comfortable all-day wear Convertible non-metal riveted heel strap Vented to promote airflow in the tow-box Cushioned sole Defined outside ridges for non-slip, surface-gripping traction Water-resistant and non-marking Color: Black Brand Reference: Bob EVA Clog, SEVA -BK</p> <p>Packaging: 12 pair/case</p> <ul style="list-style-type: none"> • Price per each pair of clogs <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <i>CT</i></p> <p>Model or SKU #: <i>F/ClogBK</i></p> <p>Packaging: <i>12 same size / carton</i></p>	<p>45 pair</p>	<p>\$ 3.32</p> <p><i>Sold by case of 12 / same size only!</i></p>

Charm-TEX

	12/cs.		
4.10.9	<p>Sweatpants Adult Grey cotton/poly blend Elastic cuffs No drawstring and no pockets Minimal shrinkage Sizes: S-3XL Price per each Brand Reference: Bob Barker SPGY</p> <ul style="list-style-type: none"> • Price per each pair of pants <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: SWEATP</p> <p>Packaging:</p>	35	<p>\$ 7.18 *</p> <p>S-XL \$7.18 2XL-3XL + 7.90</p>
4.10.10	<p>Sweatshirt Adult crew neck pullover Grey cotton/poly blend Collar, Cuffs and waistband shall be cover seamed and ribbed with elastic cuff and waistband Minimal shrinkage No hood, no drawstring and no pockets Sizes: S-3XL</p>	5	<p>\$ 7.90</p>

Charm-Tex

	<p>Price per each Brand Reference: Bob Barker SSGY</p> <ul style="list-style-type: none"> • Price per each shirt <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: SWEETS</p> <p>Packaging: 48/cs.</p>		
<p>4.10.11</p>	<p>T-Shirt Minimum 5-oz Medium weight 100% Cotton Maroon No-Pocket T-shirt Double-needle cover-stitched front neck Seamless ribbed collar with shoulder-to-shoulder tape Double-needle stitched bottom hem and sleeves Sizes: S-3XL Price per each Brand Reference: Bob Barker ZCTSMA</p> <ul style="list-style-type: none"> • Price per each shirt <p>The bidder should provide the following information about the product being bid:</p>	<p>10</p>	<p>\$ 3.18*</p> <p>S-XL + 3.18 2XL-3XL + 4.99</p>

Charm- Tex

	<p>Brand: <u>CT</u></p> <p>Model or SKU #: <u>TeemR</u></p> <p>Packaging: <u>72/case</u></p>		
<p>4.10.12</p>	<p>Women's Underwear Poly/cotton blend Brief-style with double panel crotch with soft knitted leg and waistband for snug, comfortable fit. Shall withstand several washings/dryings Sizes: S-3XL, size 5- size 18 Packaging: 12/pack Brand Reference: Charm-Tex CL/50PANT18</p> <ul style="list-style-type: none"> • Price per each 12-pack <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>CT</u></p> <p>Model or SKU #: <u>CL/PANT</u></p> <p>Packaging: <u>10 D2/case</u></p>	<p>25 packs (12 per pack)</p>	<p>\$ 7.99</p>

Char-Tex

4.10.13	<p>Toothpaste Minimum 1.5 oz. fluoride toothpaste Mint, white All plastic tube with twist cap No animal fat or by- products, and no alcohol Brand Reference: Char-Tex H/CTP15</p> <ul style="list-style-type: none"> • Price per each case/144 tubes <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: H/CTP15</p> <p>Packaging: 144/CS</p>	29 cases (144 per case)	\$ 28.90
4.10.14	<p>Toothbrush, 3.25" Super Shorty, minimum 25-tuft, nylon bristles, individually sealed in clear bags Brand reference: Bob Barker BBST25)</p> <ul style="list-style-type: none"> • Price per each case/144 brushes <p>The bidder should provide the following information about the product being bid:</p>	30 cases (144 per case)	\$ 4.90

Charm Tex

	Brand: CT Model or SKU #: H/TB20 Packaging: 144		
4.10.15	Soap, Individually Wrapped Minimum 1.5 oz. bar deodorant bar soap No animal fat or by-products Packaging: 500/case Brand Reference: Charm-Tex H/S1.5 <ul style="list-style-type: none"> Price per each case/500 bars The bidder should provide the following information about the product being bid: Brand: CT Model or SKU #: H/S1.5 Packaging: 500	24 cases (500 bars/case)	\$ 48.90
4.10.16	Soap, Unwrapped Minimum 1.5 oz. bar deodorant bar soap Antibacterial No animal fat or by-products Packaging: 500/case Brand Reference: Charm-Tex H/S1.5UN	24 cases (500 bars/case)	\$ 44.90

Charm-TEX

	<ul style="list-style-type: none"> Price per each case/500 bars <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: H/SI.500</p> <p>Packaging: 500</p>		
<p>4.10.17</p>	<p>Shampoo Clear shampoo in clear bottle Quality shampoo Animal-fat free Individual Bottle: Minimum 2 fluid oz. 96 bottles per case Brand Reference: Bob Barker Maximum Security Shampoo, 2 oz. #MS2</p> <ul style="list-style-type: none"> Price per each case/96, 5-oz. bottles <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: H/CTSc2</p>	<p>83 cases (96 bottles/case)</p>	<p>\$ 20.90</p>

Charm-Tex

	Packaging: 96		
4.10.18	<p>Razor Single-stainless steel blade, clear plastic handle and razor head with clear removable safety cap, one-piece construction Packaged: 10 razors per package, 100 packages per box for 1,000 razors per case Brand Reference: Bob Barker CLR1000</p> <ul style="list-style-type: none"> • Price per each case/1,000 razors <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: </p> <p>Model or SKU #: </p> <p>Packaging: </p>	2 cases (1,000 razors each)	\$ N/B
4.10.19	<p>Comb, Pocket Black Plastic Minimum 5" Packaging: 2,160/case Price by the case Brand Reference: Charm-Tex T1PC</p>	3 cases (15 gross per case)	\$ N/B

Charm - Tex

	<ul style="list-style-type: none"> Price per each case/2,160 combs <p>The bidder should provide the following information about the product being bid:</p> <p>Brand:</p> <p>.....</p> <p>Model or SKU #:</p> <p>.....</p> <p>Packaging:</p> <p>.....</p>		
<p>4.10.20</p>	<p>Cleaning Detergent Single Pack concentrated detergent/disinfectant, formulated to clean, disinfect, and deodorize hard surfaces in institutional settings. Fights mildew, bacteria and viruses: Kills HIV-1 on pre-cleaned surfaces Easy-to-use: one-packet is used in one-bucket of water to dilute – dissolves quickly in water Each packet makes 1-gallon of cleaning solution 180-packets in a resealable, recyclable plastic tubs Brand Reference: Bob Barker EasyPak Detergent Disinfectant #90650</p>	<p>95 cases (180 packets per case)</p>	<p>\$ 58.18</p>

Charm-Tex

	<ul style="list-style-type: none"> Price per case of two (2) recyclable plastic tubs, each containing 90 packets – total 180 packets per case <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: -----</p> <p>Model or SKU #: JAIDRK90650</p> <p>Packaging: -----</p>		
<p>4.10.21</p>	<p>ID Band with Fasteners Orange plastic polyethylene bracelet with metal fastener, stretch-resistant, can be written-on Brand-reference: Bob Barker Clincher II Write-On Laminate, Plastic Fasteners</p> <ul style="list-style-type: none"> Price per each case/500 bands <p>The bidder should provide the following information about the product being bid:</p>	<p>4 cases (500 per case)</p> <p>Clincher II</p>	<p>\$ 166.90</p>

Charm-TEX

	<p>Brand: Clincher</p> <p>Model or SKU #: RST/646POK</p> <p>Packaging: 500</p>		
<p>4.10.22</p>	<p>ID Band Fastener Tool Compatible for use with above plastic ID band Brand Reference: Bob Barker Fastening Tool for Clincher, #647</p> <ul style="list-style-type: none"> Price per each <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: Clincher</p> <p>Model or SKU #: RST/692</p> <p>Packaging: 1</p>	<p>1</p>	<p>\$ 89.90</p>
<p>4.10.23</p>	<p>Pen, Black-Ink Jail safe flex pens, flexible and bendable, minimum 4.5 " total length, black ink Price by the box/144 pens per box Brand Reference: ICS Jail Supplies M04FXP</p> <ul style="list-style-type: none"> Price per each box/144 pens 	<p>49 Boxes</p>	<p>\$ 16.90</p>

Charm-TEX

	<p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: H/Penblack</p> <p>Packaging: 1440</p>		
<p>4.10.24</p>	<p>Tampons Bulk Sanitax Tampons Individually wrapped with cardboard applicator Regular 500/case Price by the case Brand Reference: ICS Jail Supplies T067</p> <ul style="list-style-type: none"> • Price per each case/500 tampons <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: H/FT500R</p> <p>Packaging: 500</p>	<p>16 cases</p>	<p>\$ 48.18</p>

Charm - Tex

<p>4.10.25</p>	<p>Sanitary Napkins, Bulk Minimum 8.5 inches long Center adhesive strip provides stay-in-place adhesion Individually folded and wrapped Packaging: 250/case Price per case Brand Reference: Amercare AF-250 or ICS Jail Supplies 250IM</p> <ul style="list-style-type: none"> Price per each case/250 pads <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: H/FSNC 864</p> <p>Packaging: 864 = 24/Bag, 36 Bags/case.</p>	<p>36 cases</p>	<p>\$ 42.50 *</p> <p>* Per 864</p>
<p>4.10.26</p>	<p>Washcloths, Bath Economy Washcloths, Brown Minimum .75# per dozen Minimum 12" X 12" 100% cotton, dense looped terry cloth Packaging: 12 per package</p> <ul style="list-style-type: none"> Price per each package/12 	<p>12</p>	<p>\$ 3.90</p>

Charm-Tex

	<p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>CT</u></p> <p>Model or SKU #: <u>WC1212310W</u></p> <p>Packaging: <u>12/Bag, 100 Oz / Bale</u></p>		
<p>4.10.27</p>	<p>Towels, Bath – Dozen Pack Economy Bath Towels White Minimum 6#/dozen Minimum 22" X 44" 100% cotton, dense looped terry cloth Packaging: 12/pack Price per pack of 12 Brand Reference: ICS Jail Supplies L0162</p> <ul style="list-style-type: none"> • Price per each package/12 <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>CT</u></p> <p>Model or SKU #: <u>BT2244J6.0E</u></p> <p>Packaging: <u>12/Bag, 25 Oz / Bale</u></p>	<p>2</p>	<p>\$ 11.90 /oz.</p>

Charm-Tex

<p>4.10.28</p>	<p>Towels, Bath – Bale Economy Bath Towels White Minimum 6#/dozen Minimum 22" X 44" 100% cotton, dense looped terry cloth Packaging: 12/pack Price per pack of 12 Brand Reference: ICS Jail Supplies L0162</p> <ul style="list-style-type: none"> • Price per each bale of 25-dozen <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: CT</p> <p>Model or SKU #: BT2244J6.0E</p> <p>Packaging: 25 02</p>	<p>2 Bales (25-dozen per bale)</p>	<p>\$284.90</p>
<p>4.10.29</p>	<p>Miscellaneous Items Not Specified Above Available in the Vendor's Current On- Line and Hard-Copy Catalog:</p> <p>The bidder should provide the following information about their catalog:</p> <p>Website address:</p>	<p>Firm, fixed discount off current list price or MSRP, whichever is lower</p>	<p>5 %</p>

Charm - Tex

	<p>How often is the on-line catalog updated?</p> <p>How often is the hard-copy catalog updated?</p>		

Renewal Options Price Adjustments – Applies to all line items:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of three (3) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.10.30 Renewal Option Percentage Price Adjustment
1st Renewal Period: April 1, 2020 – March 31, 2021

_____ % Applied to original bid pricing

Charm- Tex

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: 10 OR Minimum Decrease: 5

4.10.31 Renewal Option Percentage Price Adjustment
2nd Renewal Period: April 1, 2021 – March 31, 2022

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: 10 OR Minimum Decrease: 5

4.10.32 Renewal Option Percentage Price Adjustment
2nd Renewal Period: April 1, 2022 – March 31, 2023

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.11. **Delivery:** The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: _____ calendar days ARO.

4.12. **Warranty:**

The vendor should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.

Warranty on Parts: _____

Warranty on Labor: _____

End of Vendor Response and Pricing Pages – Other Forms Follow – Please Continue

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature



Date

Boone County Purchasing



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

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.

Option

- 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 – *see following page*) 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

2/12/19

Date

Stan Danziger

Printed Name

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



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

Standard Terms and Conditions

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

If the vendor does 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 04-15FEB19 – Inmate Hygiene and Other Supplies – Term and Supply

Business Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reason(s) for Not Bidding:



Company ID Number: 267678

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Charm-tex** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-VERIFY IS A SERVICE OF DHS

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



Company ID Number: 267678

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



E-VERIFY IS A SERVICE OF DHS

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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



Company ID Number: 267678

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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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 Charm-tex

Stan Danzger

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/23/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/23/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 267678

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Charm-tex

Company Facility Address: 1618 Coney Island Ave

Brooklyn, NY 11230

Company Alternate Address:

County or Parish: KINGS

Employer Identification

Number: 11258240

North American Industry Classification Systems

Code: 315

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- NEW YORK 1 site(s)



Company ID Number: 267678

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Stan Danzger	Fax Number:	(718) 258 - 8303
Telephone Number:	(718) 252 - 8100 ext. 107		
E-mail Address:	stan@charm-tex.com		
Name:	Crystal s Rose	Fax Number:	
Telephone Number:	(718) 252 - 8100		
E-mail Address:	crystal@charm-tex.com		



**ADDENDUM #2 to RFB 04-15FEB19
INMATE HYGIENE AND OTHER SUPPLIES**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecounty.mo.org

BOONE COUNTY, MISSOURI

Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies

ADDENDUM # 2 - Issued February 5, 2019

Prospective bidders are hereby notified of the following revisions to Request for Bid 04-15FEB19:

- 1) Item 4.10.6 on the **Vendor Response and Pricing Pages** has been **REVISED** as follows:

4.10.6 Heavy Duty Sandal

One-piece molded PVC vinyl construction, soft and flexible for indoor and outdoor use. No air pocket in sole. Durable and long-lasting. ***Tan Color Only***

Sizes: 6-16

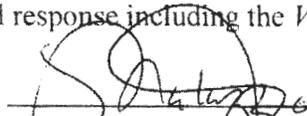
Packaging: 24 pair per case

Brand Reference: ICS Jail Supplies M019

NOTE: All changes to original RFP text made as a result of this Addendum are noted in bolded and italicized font.

This addendum is issued in accordance with the RFB paragraph 1.3.2 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 bid response including the *Vendor Response and Pricing Pages*.

By:



Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #2 to Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies**, receipt of which is hereby acknowledged:

Company Name: CHAFFIN - TEX

Address: 1618 Coney Island Ave

Brooklyn, NY 11230

Telephone: 718-252-8100 Fax: 718-258-8303

Federal Tax ID (or Social Security #): 11-2582405

Print Name: Stan Danzels Title: VP of Sales

Authorized Signature:  Date: 2/5/19

Contact Name and E-Mail Address to receive documents for electronic signature:

Stan Danzels stan@charm-tele.com



**ADDENDUM #1 to RFB 04-15FEB19
INMATE HYGIENE AND OTHER SUPPLIES**

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies

ADDENDUM # 1 - Issued February 5, 2019

Prospective bidders are hereby notified of the following revisions to Request for Bid 04-15FEB19:

1) Item 4.10.6 on the **Vendor Response and Pricing Pages** has been **REVISED** as follows:

4.10.6 Heavy Duty Sandal

One-piece molded PVC vinyl construction, soft and flexible for indoor and outdoor use. No air pocket in sole. Durable and long-lasting. **Orange Color Only**
Sizes: 6-16
Packaging: 24 pair per case
Brand Reference: ICS Jail Supplies M019

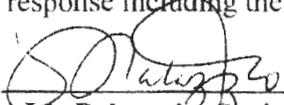
2) Item 4.10.14 on the **Vendor Response and Pricing Pages** has been **REVISED** as follows:

4.10.14 Toothbrush, Maximum 3.25" total length including head, "Super Shorty." minimum 25-tuft, nylon bristles, individually sealed in clear bags
Brand reference: Bob Barker BBS125

NOTE: All changes to original RFP text made as a result of this Addendum are noted in bolded and italicized font.

This addendum is issued in accordance with the RFB paragraph 1.3.2 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 bid response including the *Vendor Response and Pricing Pages*.

By:


Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #1** to **Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies**, receipt of which is hereby acknowledged:

Company Name: Charon-Tek

Address: 1618 Coney Island Ave.
Brooklyn NY 11230

Telephone: 718-252-8100 Fax: 718-258-8303

Federal Tax ID (or Social Security #): 11-2582405

Print Name: Stan Danzger Title: VP of Sales

Authorized Signature:  Date: 2/6/19

Contact Name and E-Mail Address to receive documents for electronic signature:

Stan Danzger stan@charon-tek.com



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymmo.org

Bid Data

Bid Number: **04-15FEB19**

Commodity Title: **Inmate Hygiene and Other Supplies – Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday, February 15, 2019**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

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

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Friday, February 15, 2019**

Time: Shortly after the Bid Submission Deadline Stated Above

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

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions and Evaluation**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

Insertion Date: 1/30/19

1. Introduction and General Conditions of Bidding

1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of **Inmate Hygiene and Other Supplies** for the Boone County Sheriff's Department as further specified 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 RFB 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/Vendor:** 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 RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the "successful bidder" who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a "Request for Bid." A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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/Bid:** The written, sealed document submitted by the bidder/vendor/supplier

according to the RFB instructions.

- 1.3. BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in 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 RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.

- 1.3.1. Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder's failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.
- 1.3.2. Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum 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 bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.
- 1.4.1.** The County prefers to award all items to one vendor, or to group items and award to a few multiple vendors, but it reserves the right to award items on an item-by-item basis and to award to multiple vendors, as determined to be in the County's best interests.
- 1.4.2.** The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
- 1.5. CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.
- 1.5.1. Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the RFB, including any addenda;
 - 3) the provisions of the Vendor's Response, including any clarification.

- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. **SCOPE OF WORK**

-
- 2.1. **GENERAL REQUIREMENTS:** The contractor shall provide one, some or all of the inmate hygiene and other supplies identified/specified on the pricing page at the firm, fixed pricing quoted on an as needed, if needed basis as ordered by the Boone County Sheriff's Department and the Boone County Juvenile Justice Center in accordance with the terms and specifications stated herein.
- 2.2. **REPLACEMENT OF DAMAGED PRODUCT:** The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 2.3. **MINIMUM ORDER QUANTITY:** The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County.
- 2.4. **RETURN OF GOODS:** The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.
- 2.5. **CONTRACTOR SAMPLE ASSURANCE:** The contractor shall agree that product provided under contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein. Furthermore, if the product has been sample-tested, the contractor shall agree that the same product submitted for sample-testing and which passed sample-testing shall be provided to the County for the duration of the contract. No substitutions of product shall be made without the prior written approval of the Purchasing Department. Only substitutes that are equivalent or better than the product(s) originally contracted for, and equal to or less in price, shall be considered for approval.
- 2.6. **Warranty:** The contractor shall provide the standard manufacturer's warranty on all parts and equipment provided. During the warranty period, the contractor shall provide any replacement parts and repair service at no additional cost to the state. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.
- 2.7. **PRODUCT SUBSTITUTIONS:** The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Boone County Purchasing Department.

- a. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the County reserves the right to allow the substitution of any new or different product/system offered by the contractor. The County shall be the final authority as to acceptability of any proposed substitution.
- c. Any item substitution shall require a formal contract amendment authorized by the County prior to the County acquiring the substitute item under the contract.
- d. The County may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the County. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

2.8. **DELIVERY:** The contractor shall deliver items within thirty (30) calendar days of receipt of the order from the County, or as otherwise indicated on the Vendor Response and Pricing Pages. Delivery shall be FOB Destination Freight Prepaid and Allowed. Delivery shall be sent to the ordering County office:

Boone County Sheriff's Department 2121 County Dr., Columbia, MO 65202

Juvenile Justice Center 5665 Roger I. Wilson Memorial Drive Columbia, MO 65202

2.9. **BILLING AND PAYMENT:** Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.

- a. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- b. As applicable to ordered product, itemized written invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202; and at the Juvenile Justice Center at: 5665 Roger I. Wilson Memorial Drive Columbia, MO 65202.

2.10. **ESTIMATED QUANTITIES:** The quantities indicated in this Request for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise

stated. The County makes no guarantees about single order quantities or total aggregate order quantities.

2.11. Contract Period: The contract period shall be from **the April 1, 2019 through March 31, 2020**. The contract may be renewed at the sole option of the County for an additional **three (3) one-year periods**, or any portion thereof. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

2.12. PRICING: Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response and Pricing Pages for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

- a. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- b. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
- c. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.
- d. Regarding both the firm, fixed priced items (line items 4.10.1 through 4.10.28) and catalog discounted items available at a discount off list price (line item 4.10.29), all prices/discount shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- e. The County would like to purchase inmate hygiene and other supplies in addition to those specifically identified. For catalog purchases, pricing shall be determined by applying the firm, fixed quoted discount (line item 4.10.29) to current catalog pricing for the item.
- f. The contractor must provide the County with a contract price listing/catalog upon request at no additional cost. The contractor shall understand and agree that the price list/catalog pricing may change during the contract period and each renewal period, although such pricing shall not change with a frequency greater than every six (6)

months if during the contract period. All updated price lists/catalogs must be forwarded to the County as applicable.

- g. The firm, fixed discount percentage shall apply to all inmate hygiene and other supplies as found in the contractor's current price list/catalog pricing.
- h. Pricing for firm, fixed and catalog-discounted items shall be FOB Destination, Freight Prepaid and Allowed.
- i. In the event that a price list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price.
- j. The contractor shall not impose a discount "floor." The state agency shall receive promotional and special pricing as may apply to the published MSRP/ contractor's current price list/catalog pricing at the time of purchase, whichever price is lowest.
- k. The contractor shall understand and agree that the firm, fixed discount percentage (line item 4.10.29) shall remain the same throughout the duration of the contract.
- l. The contractor shall understand and agree that the purpose of the discount is only for the purchase of products that are similar in nature and scope to identified line items 4.10.1 through 4.10.28 identified on the contract Vendor Response and Pricing Pages.

2.13. Contract Extension: The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.14. Contract Documents: The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.

2.15. REPORTS: Upon request, at no cost to the County, the contractor shall prepare and submit a written report indicating purchases made by the County offices off the contract. For example, the report would show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price with an annual or year-to-date total by item and for all purchases.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 3.1 RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- a. **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
 - b. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.4. REMOVAL FROM VENDOR DATABASE:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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.
- 3.5. RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- a. **Rejection or Correction of Responses:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.6. EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does

not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

Method of Evaluation: The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, and in terms of cost to the County as well as other factors stated in the RFB.

- a. The cost evaluation shall be conducted by multiplying the quoted price per item by the respective estimated volume for that line item. The subtotals from all extended line item prices shall be added together to develop a total price for the contract period. The cost evaluation shall consider pricing totals for the original contract period plus the renewal contract periods; a grand total will be developed adding together the totals for all contract periods. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate optional items, if deemed necessary.

Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.

- 3.7. **VALIDITY OF BID AND PRICING:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.8. **RIGHT TO REJECT, WAIVE INFORMALITIES, AND/OR CLARIFY BIDS:** Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.9. **SOVEREIGN IMMUNITY:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.
- 3.10. **OPEN COMPETITION:** Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
 - a. The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the vendor must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

3.11. DESCRIPTION OF PRODUCTS BEING BID TO COUNTY: The vendor may submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor. The vendor is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

- a. It is the vendor's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the vendor to provide assurance that the product bid meets specifications.

3.12. SAMPLES MAY BE REQUESTED: In the event the County is not familiar with the product brand/model being bid, the County may request a sample(s) for the item(s) in order to conduct a careful and thorough evaluation. The vendor may be required to submit samples. If notified, such samples should be received in the Purchasing Department within five (5) working days after notification, or as otherwise agreed to by the Purchasing Department.



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FURNITURE	HOUSEKEEPING	STORAGE	THERMOPLASTIC	CLEANING	FOOD SERVICE	CLEAR BAGS	ROAD WORK
							
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**PURCHASE AGREEMENT
FOR
INMATE HYGIENE AND OTHER SUPPLIES**

THIS AGREEMENT dated the 25th day of April 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **ICS Jail Supplies, Inc.** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Inmate Hygiene and Other Supplies**, County of Boone Request for Bid, bid number **04-15FEB19** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions, as well as the Contractor's bid response dated **February 12, 2019**, executed by **Jim Bogan III** on behalf of the Contractor, and e-mail clarifications dated 3/15/19 and 2/26/19 from **Lacy Key**. 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 the 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, Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period – The initial contract period shall be the **Date of Award through March 31, 2020**. The County shall have the option to renew the contract period for three (3) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following Inmate Hygiene and Other Supplies.

Inmate Hygiene and Other Supplies	
<p>4.10.7 Shower Sandal - Everyday PVC Sandal No-Skid Form-fitting, prevents slippage Flexible B-chek (or equal) to reduce odors Mildew resistant Brand/Model/SKU: M019 Shower Shoe</p>	<p><u>\$2.11/Pair</u></p>
<p>4.10.21 ID Band with Fasteners Orange plastic polyethylene bracelet with metal fastener, stretch-resistant, can be written-on. 500 bands per case. Brand/Model/SKU: Clincher II 646M-BX</p>	<p>\$124.47/Case of 500</p>

Commission Order # _____

<p>4.10.22 ID Band with Fasteners Orange plastic polyethylene bracelet with metal fastener, stretch-resistant, can be written-on. 500 bands per case.</p> <p>Brand/Model/SKU: PDC 692</p>	<p>\$77.70/Each</p>
<p>4.10.29 Miscellaneous Items Not Specified Above Available in the Vendor's Current On-Line and Hard-Copy Catalog Firm, fixed discount off current list price or MSRP, whichever is lower</p>	<p><u>5% Discount</u></p>

4. Delivery – The Contractor agrees to deliver ordered product to the Boone County Sheriff's Department within 7-10 calendar days after receipt of order. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB Destination, Freight Prepaid and Allowed.

5. Warranty – The standard 90-day manufacturer warranty shall apply to all products provided under contract to commence upon the County's acceptance of ordered product.

6. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the 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.

7. 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.

8. 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 in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

ICS JAIL SUPPLIES, INC.

DocuSigned by:
by Lacy Key
FB8398FD053140A...
title Bid/Contract Manager

BOONE COUNTY, MISSOURI

by: Boone County Commission
DocuSigned by:
Daniel K. Atwill
DANIEL K. ATWILL, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Cheryl J. Doherty
by Cheryl J. Doherty
County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
Brianna Lennon, 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 1255 - Account: 23025 \$30,200.00
Fund: 1255 - Account: 23026: \$8,744.00

DocuSigned by:
Diane Picafora by jpi
Signature 4/10/2019 Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

Liz Palazzolo

From: bids <bids@icswaco.com>
Sent: Friday, March 15, 2019 9:44 AM
To: Liz Palazzolo
Cc: Eryn
Subject: RE: Boone County RFB 04-15FEB19 Inmate Hygiene and Other Supplies - Question about line item 4.10.7 Shower Sandal

Good Morning Liz,

Here is the information I received from our China manufacture. I hope it answers your question.

2-hydroxy-N-phenyl benzamide, and/or others.
This additive is also used making soaps mildew resistant.

Please let me know if you have any other questions. I am also getting with the Secretary of State for assistance in your other request.

Lacy Key
Bid/Contract Manager

ICS Jail Supplies, Inc.
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800-524-5427
254-751-0299 fax
www.icswaco.com

BuyBoard Contract #506-16
GSA Contract #GS-07F-0552U
DUNS #14-816-1193

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From: Liz Palazzolo [mailto:LPalazzolo@boonecountymo.org]
Sent: Wednesday, March 13, 2019 11:18 AM
To: bids <bids@icswaco.com>
Subject: Boone County RFB 04-15FEB19 Inmate Hygiene and Other Supplies - Question about line item 4.10.7 Shower Sandal
Importance: High

Hello Jim or Lacy – ICS Jail Supplies bid this product for item 4.10.7, the shower sandal. The product sheet included with the bid says it's anti-fungal and anti-bacterial. What are the additives and please address whether the product is also mildew resistant. Please identify additive. Please respond today.



Products ▾ Specials ▾

cts » Footwear » Heavy-duty Shower Shoes



Image Library Email Flyer

M019

Heavy-duty Shower

Description Colors & Sizes Re

One-piece molded PVC vinyl constructio

Sizes available: 6 - 16

Sold by the pair or in cases of 24 pair

All sizes listed in Men's sizing. For Women

Liz Palazzolo

From: bids <bids@icswaco.com>
Sent: Tuesday, February 26, 2019 4:23 PM
To: Liz Palazzolo
Subject: RE: Bid Clarification Boon County 04-15FEB19 Inmate Hygiene and Other Supplies

Good Afternoon Liz,

Yes, the pillows are constructed with a three-ply anti-microbial vinyl cover. Cut size on the L03PC is 20x26, that is typically the reference point on pillow sizes. Do you prefer a finished size of 20x26?

Please let me know if you have additional questions.

Lacy Key
Bid/Contract Manager

ICS Jail Supplies, Inc.
Supplying Jails Since 1985!
Waco, Texas
800-524-5427
254-751-0299 fax
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BuyBoard Contract #506-16
GSA Contract #GS-07F-0552U
DUNS #14-816-1193

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From: Liz Palazzolo [mailto:LPalazzolo@boonecountymmo.org]
Sent: Tuesday, February 26, 2019 2:25 PM
To: bids <bids@icswaco.com>
Subject: Bid Clarification Boon County 04-15FEB19 Inmate Hygiene and Other Supplies
Importance: High

Good afternoon: This is the information I am finding on the ICS Jail Supplies website about the pillow being bid for item 4.10.3. There was a product sheet included in the bid that referenced the pillow size as 20" X26". Please clarify what the pillow size is for the L03-PC Vinyl pillow. Does this have a 3-ply vinyl cover? Please respond this afternoon if possible or contact me with questions.

ICS Antimicrobial Pill

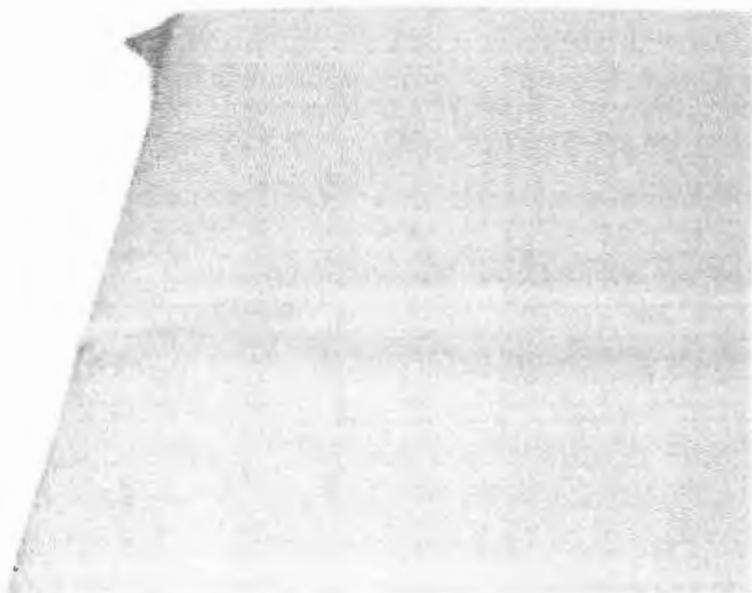


Image Library Email Flyer

Description

Colors & Sizes

Reviews

Antimicrobial green. Antibacterial polyfill. Durable, resistant, self-deodorizing, tough outer cover, secure bond

Available in:

- Half Size - 17 in. x 13 in.
- Full Size - 17 in. x 25 in.

Sold by the each.

For complete care of our vinyl products, view



ICS JAIL SUPPLIES, INC.
P. O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
info@icswaco.com
FED ID # 27-1494351
ISA Contract # GS 07F-05520
BuyBoard Contract # 506-16

4. **Vendor's Response and Pricing Pages**

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

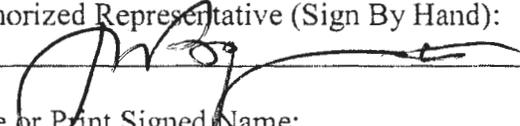
In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 4.1. Company Name: ICS Jail Supplies, Inc
- 4.2. Address: PO Box 21056
- 4.3. City/Zip: WACO, TX 76702-1056
- 4.4. Phone Number: 800-524-5427
- 4.5. Fax Number: 254-751-0299
- 4.6. Contact Name and E-Mail Address to receive documents for electronic signature:
Jm Bogan III - Bids@icswaco.com
- 4.7. Federal Tax ID or Social Security #:
27-1494351

4.8. 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, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting

thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):



4.8.2. Type or Print Signed Name:

Sm Bogan III

4.8.3. Today's Date: 12 FEB 19

ICS JAIL SUPPLIES, INC.
P. O. Box 21056
Waco, TX 76702-1056
Phone: 817-824-6427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract # 506-16

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

Yes No

NOTE: The bidder must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

PRICING:

The bidder may bid one, some or all line items shown below. Specifications shown identify minimum characteristics that the products bid shall meet. All pricing shall be firm and fixed. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Note About Estimated Quantities: Some items like toothbrushes, toothpaste, shower sandals, soap are used daily therefore the estimated quantities shown below are annual purchase estimates. Other items may be purchased on a replacement cycle, e.g., once every three years, to include but not necessarily be limited to items like mattresses, mattress covers, pillows, blankets, towels and washcloths.

Note About the Brand Reference: The "Brand Reference" noted below is for reference only and is not intended to indicate that only the noted brand is acceptable. The County will allow other brands with the same or equal characteristics to the referenced brand to be bid and considered for award.

Pricing Line Item	Item Description	Estimated Quantity	Firm, Fixed Total Price Per Each for the Initial Contract Period
4.10.1	<p>Mattress Minimum 25" W X 75"L X 4"H Cover and batting meet/exceed federal correctional flammability standards (16 CFR Part 1633, DOC Federal Flammability FF-4-72, and California Technical Bulletins 129 and 603) Brand Reference: Flame-Chek Polyester Mattress PJM25754)</p> <ul style="list-style-type: none"> Price per each mattress <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #: <u>LPmasss</u></p> <p>Packaging: <u>each</u></p>	46	\$ <u>48.22</u>
4.10.2	<p>Mattress Cover Heavy-duty vinyl laminate – must slip- over/fit mattress specified above (item for easy-on/off use; flame resistant, mildew and water resistant –</p>	8	\$ <u>10.76</u>

ICS JAIL SUPPLIES, INC.
 P. O. Box 21056
 Waco, TX 76702-1056
 Phone: 800-624-6427 Fax: 254-751-0299
 www.icswaco.com
 bids@icwaco.com
 FED ID # 27-1494351
 GSA Contract # GS 07F-05521
 BuyBoard Contract # 506-16

	<p>wipes clean with soap and water Brand Reference: Bob Barker VMC25724</p> <ul style="list-style-type: none"> Price per each mattress cover <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #: <u>L029R</u></p> <p>Packaging: <u>each</u></p>		
<p>4.10.3</p>	<p>Pillow Minimum 20" X 26" full size pillow, minimum 3-ply vinyl cover, dark green, wipes clean, includes tear-resistant cover, flame resistant 100% polyester fiber pillow Brand Reference: Bob Barker PS2606</p> <ul style="list-style-type: none"> Price per each pillow <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #:</p>	<p>8</p>	<p>\$ <u>6.21</u></p> <p>ICS MAIL SUPPLIES, INC. P. O. Box 21008 Waco, TX 76702-1056 Phone: 800-524-6127 Fax: 254-751-0299 www.icswaco.com bids@icswaco.com FFID # 27-1494351 GSA Contract # GS 07F-05521 BuyBoard Contract # 505-16</p>

	<p style="text-align: center;">L03PC</p> <p>Packaging: each</p>		
<p>4.10.4</p>	<p>Wool Blanket Grey woven wool blanket Minimum 4#'s each Overstitched all sides Fire-resistant in accordance with federal standard 16 CFR Part 1610, Washable and dryable Minimum 66"X90" Acceptable minimum wool content: 52% Price by each Brand Reference: ICS Jail Supplies L010</p> <ul style="list-style-type: none"> • Price per each blanket <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: ICS</p> <p>Model or SKU #: L010</p> <p>Packaging: each</p>	<p style="text-align: center;">10</p>	<p style="text-align: center;">\$ 8.35</p> <p style="text-align: right; font-size: small;"> ICS JAIL SUPPLIES, INC. P. O. Box 21056 Waco, TX 76702-0056 Phone: 800-524-5427 Fax: 254-751-0298 www.icswaco.com bids@icswaco.com FED ID # 27-1424351 GSA Contract # GS-07F-055211 BuyBoard Contract # 506-16 </p>
<p>4.10.5</p>	<p>Poly-cotton, Durable Prison Blanket Minimum 55% polyester/30% acrylic/</p>	<p style="text-align: center;">12</p>	<p style="text-align: center;">\$ 6.76</p>

	<p>10% cotton/ 5% other fibers, minimum 60" X 90" size, safe and fire resistant, meets/exceeds the ASTM D4151 flammability test, strong, durable, seamless construction with stitching on all four-sides to prevent unraveling, soft/plush feel, Grey with blue striping, individually packed in a poly bag, sold individually or per case of 12 Price per each blanket Brand Reference: Charm-TEX BL/Kimball 66X90</p> <ul style="list-style-type: none"> • Price per each blanket <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #: <u>W012</u></p> <p>Packaging: <u>each</u></p>		<p>ICS JAIL SUPPLIES, INC. P. O. Box 20058 Waco, TX 76702-1058 Phone: 800-524-5427 Fax: 254-751-0299 www.icswaco.com bids@icswaco.com FED ID # 27-4494351 TSA Contract # GS-07F-05521 BuyBoard Contract # 508448</p>
4.10.6	<p>Heavy Duty Sandal One-piece molded PVC vinyl construction, soft and flexible for indoor</p>	840 pair	<p>\$ <u>2.11</u></p>

	<p>and outdoor use. No air pocket in sole. Durable and long-lasting. Sizes: 6-16 Packaging: 24 pair per case Brand Reference: ICS Jail Supplies M019</p> <ul style="list-style-type: none"> Price per each pair of sandals <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #: <u>M019</u></p> <p>Packaging: <u>24 / case</u></p>		<p>ICS JAIL SUPPLIES, INC. P. O. Box 21050 Waco, TX 76702-4056 Phone: 800-524-5427 Fax: 254-751-0299 www.icswaco.com bids@icswaco.com FED ID # 27-1494351 BSA Contract # GS 07F-05520 BuyBoard Contract # 506-16</p>
<p>4.10.7</p>	<p>Shower Sandal Everyday PVC Sandal No-Skid Form-fitting, prevents slippage Flexible B-chek (or equal) to reduce odors Mildew resistant Brand Reference: Bob Barker B-Chek PVC Sandal</p> <ul style="list-style-type: none"> Price per each pair of sandals <p>The bidder should provide the following</p>	<p>13 pair</p>	<p>\$ <u>2.11</u></p>

	<p>information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #: <u>MD19</u></p> <p>Packaging: <u>each</u></p>		
<p>4.10.8</p>	<p>Every-day Wear Clog Designed for comfortable all-day wear Convertible non-metal riveted heel strap Vented to promote airflow in the tow-box Cushioned sole Defined outside ridges for non-slip, surface-gripping traction Water-resistant and non-marking Color: Black Brand Reference: Bob EVA Clog, SEVA -BK</p> <p>Packaging: 12 pair/case</p> <ul style="list-style-type: none"> • Price per each pair of clogs <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #: <u>MD19</u></p> <p>Packaging: <u>(U) 24/CS</u></p>	<p>45 pair</p>	<p>\$ <u>2.47</u></p> <p style="text-align: right; font-size: small;"> ICS JUNE SUPPLIES, INC. P.O. Box 21056 Dallas, TX 75201-0556 Phone: 214-334-5407 Fax: 214-751-0299 www.icsjune.com bid@icsjune.com FED # 27-1494351 JSA Contract # US 07F-05621 BuySmart Contract # 506-16 </p>

<p>4.10.9</p>	<p>Sweatpants Adult Grey cotton/poly blend Elastic cuffs No drawstring and no pockets Minimal shrinkage Sizes: S-3XL Price per each Brand Reference: Bob Barker SPGY</p> <ul style="list-style-type: none"> • Price per each pair of pants <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #: <u>C047</u></p> <p>Packaging: <u>each</u></p>	<p>35</p>	<p>\$ <u>See Sizes below</u></p> <p><u>Sm-XL - 10.47</u> <u>2X - 11.35</u> <u>3X - 12.24</u></p> <p>WORLD SUPPLIES, INC. P.O. Box 21050 Dallas, TX 75202-1050 Phone: (214) 620-8121 Fax: (214) 751-0299 www.worldsupplies.com bids@worldsupplies.com TEL: (214) 751-1435 USA - Street # (214) 751-0552 BuyShield Contract # 506-16</p>
<p>4.10.10</p>	<p>Sweatshirt Adult crew neck pullover Grey cotton/poly blend Collar, Cuffs and waistband shall be cover seamed and ribbed with elastic cuff and waistband Minimal shrinkage No hood, no drawstring and no pockets Sizes: S-3XL</p>	<p>5</p>	<p>\$ <u>See Sizes below</u></p> <p><u>Sm-XL - 8.61</u> <u>2X - 9.62</u> <u>3X - 10.82</u></p>

	<p>Price per each Brand Reference: Bob Barker SSGY</p> <ul style="list-style-type: none"> Price per each shirt <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #: <u>C045</u></p> <p>Packaging: <u>each</u></p>		
<p>4.10.11</p>	<p>T-Shirt Minimum 5-oz Medium weight 100% Cotton Maroon No-Pocket T-shirt Double-needle cover-stitched front neck Seamless ribbed collar with shoulder-to-shoulder tape Double-needle stitched bottom hem and sleeves Sizes: S-3XL Price per each Brand Reference: Bob Barker ZCTSMA</p> <ul style="list-style-type: none"> Price per each shirt <p>The bidder should provide the following information about the product being bid:</p>	<p>10</p>	<p>\$ <u>See sizes below</u></p> <p><u>Sm-XL - 4.22</u> <u>2X - 6.48</u> <u>3X - 7.32</u></p> <p><small>ICS JPA SUPPLIES, INC. 1100 Box 21053 Waco, TX 76702-1056 Tel: 254-751-5007 Fax: 254-751-0299 www.icswaco.com E-Mail: icswaco@icswaco.com REG ID # 27-1434351 USA Contract # GS 07F-0552U Hydrolast Contract # 508-15</small></p>

	<p>Brand: <u>Gildan</u></p> <p>Model or SKU #: <u>G500</u></p> <p>Packaging: <u>each</u></p>		
<p>4.10.12</p>	<p>Women's Underwear Poly/cotton blend Brief-style with double panel crotch with soft knitted leg and waistband for snug, comfortable fit. Shall withstand several washings/dryings Sizes: S-3XL, size 5- size 18 Packaging: 12/pack Brand Reference: Charm-Text CL/50PANT18</p> <ul style="list-style-type: none"> • Price per each 12-pack <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #: <u>CS62</u></p> <p>Packaging: <u>DOZEN</u></p>	<p>25 packs (12 per pack)</p>	<p>\$ <u>See sizes below</u></p> <p><u>5-8 - 9.86</u></p> <p><u>9-10 - 10.72</u></p> <p><u>11-13 - 12.16</u></p> <p><u>14-16 - 13.01</u></p> <p><u>17-18 - 14.11</u></p> <p>ICS, INC. SUPPLIES, INC. P.O. Box 71, 056 West, VT 05709-0106 Phone: 802-244-4207 Fax: 802-244-0209 www.icswv.com info@icswv.com Fed ID # 17-149435 SSA Contract # GS 07F-05526 Awarding Agency # 50646</p>

<p>4.10.13</p>	<p>Toothpaste Minimum 1.5 oz. fluoride toothpaste Mint, white All plastic tube with twist cap No animal fat or by-products, and no alcohol Brand Reference: Char-Tex H/CTP15</p> <ul style="list-style-type: none"> Price per each case/144 tubes <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <i>Freshmint</i></p> <p>Model or SKU #: <i>T010P</i></p> <p>Packaging: <i>144/cs</i></p>	<p>29 cases (144 per case)</p>	<p>\$ <i>33.59</i></p>
<p>4.10.14</p>	<p>Toothbrush, 3.25" Super Shorty, minimum 25-tuft, nylon bristles, individually sealed in clear bags Brand reference: Bob Barker BBST25)</p> <ul style="list-style-type: none"> Price per each case/144 brushes <p>The bidder should provide the following information about the product being bid:</p>	<p>30 cases (144 per case)</p>	<p>\$ <i>6.01</i></p> <p>MAIL SUPPLIES, INC. P.O. Box 21056 Dallas, TX 75202-1056 Phone: (214) 744-0177 Fax: (214) 751-0299 www.mailsupplies.com bid@bidsupplies.com TED ID # 27-143-1351 USA Control # 26 07F-05820 Contract # 500-13</p>

	<ul style="list-style-type: none"> • Price per each case/500 bars <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>Freshscent</u></p> <p>Model or SKU #: <u>T044W</u></p> <p>Packaging: <u>500/cs</u></p>		
<p>4.10.17</p>	<p>Shampoo Clear shampoo in clear bottle Quality shampoo Animal-fat free Individual Bottle: Minimum 2 fluid oz. 96 bottles per case Brand Reference: Bob Barker Maximum Security Shampoo, 2 oz. #MS2</p> <ul style="list-style-type: none"> • Price per each case/96, 5-oz. bottles <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>Freshscent</u></p> <p>Model or SKU #: <u>T129</u></p>	<p>83 cases (96 bottles/case)</p>	<p>\$ <u>26.10</u></p> <p>BOB BARKER SUPPLIES, INC. P.O. Box 21056 Dallas, TX 75202-1056 Phone: (214) 4-6427 Fax: 214-751-0299 www.bobbar.com info@bobbar.com 214-751-0299 MSA Contract # 05-07F-0552U Buy Order Contract # 506-16</p>

	<ul style="list-style-type: none"> Price per each case/2,160 combs <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #: <u>T123</u></p> <p>Packaging: <u>2160/CS</u></p>		
<p>4.10.20</p>	<p>Cleaning Detergent Single Pack concentrated detergent/disinfectant, formulated to clean, disinfect, and deodorize hard surfaces in institutional settings. Fights mildew, bacteria and viruses: Kills HIV-1 on pre-cleaned surfaces Easy-to-use: one-packet is used in one-bucket of water to dilute – dissolves quickly in water Each packet makes 1-gallon of cleaning solution 180-packets in a resealable, recyclable plastic tubs Brand Reference: Bob Barker EasyPak Detergent Disinfectant #90650</p>	<p>95 cases (180 packets per case)</p>	<p>\$ <u>No Bid</u></p> <p style="text-align: right; font-size: small;"> THE BAKER BROTHERS, INC. P.O. Box 21056 Dallas, TX 75221-0556 Phone: 1-972-654-6127 Fax: 214-751-0299 www.bobbar.com info@bobbar.com P.O. Box 21-1431351 USA Domestic Call US 07F-0552U Manufacturer Contract # 509-16 </p>

	<ul style="list-style-type: none"> Price per case of two (2) recyclable plastic tubs, each containing 90 packets – total 180 packets per case <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u> NB </u></p> <p>Model or SKU #: <u> NB </u></p> <p>Packaging: <u> NB </u></p>		
<p>4.10.21</p>	<p>ID Band with Fasteners Orange plastic polyethylene bracelet with metal fastener, stretch-resistant, can be written-on Brand-reference: Bob Barker Clincher II Write-On Laminate, Plastic Fasteners</p> <ul style="list-style-type: none"> Price per each case/500 bands <p>The bidder should provide the following information about the product being bid:</p>	<p>4 cases (500 per case)</p>	<p>\$ <u> 124.47 </u></p> <p style="text-align: right; font-size: small;"> BOB BARKER SUPPLIES, INC. 1111 South 21st St Mobile, AL 36688 Phone: 205-938-4427 Fax: 205-938-0299 www.bobbar.com 800-938-4427 1111 South 21st St Mobile, AL 36688 205-938-4427 205-938-0299 </p>

	<p>Brand: Clincher II</p> <p>Model or SKU #: 646m</p> <p>Packaging: 500/cs</p>		
<p>4.10.22</p>	<p>ID Band Fastener Tool Compatible for use with above plastic ID band Brand Reference: Bob Barker Fastening Tool for Clincher, #647</p> <ul style="list-style-type: none"> Price per each <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: PDC</p> <p>Model or SKU #: 692</p> <p>Packaging: each</p>	<p>1</p>	<p>\$ 77.70</p> <p>ICB JAIL SUPPLIES, INC. P.O. Box 10050 Dallas, TX 75212-1055 Phone: (214) 353-5197 Fax: (214) 751-0299 www.icbjail.com e-mail: info@icbjail.com ID # 2741401551 ICB Contract # 075-055213 Buy Order Contract # 508418</p>
<p>4.10.23</p>	<p>Pen, Black-Ink Jail safe flex pens, flexible and bendable, minimum 4.5 " total length, black ink Price by the box/144 pens per box Brand Reference: ICS Jail Supplies M04FXP</p> <ul style="list-style-type: none"> Price per each box/144 pens 	<p>49 Boxes</p>	<p>\$ 16.62</p>

	<p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #: <u>M04FXP</u></p> <p>Packaging: <u>144/cs</u></p>		
<p>4.10.24</p>	<p>Tampons Bulk Sanitax Tampons Individually wrapped with cardboard applicator Regular 500/case Price by the case Brand Reference: ICS Jail Supplies T067</p> <ul style="list-style-type: none"> • Price per each case/500 tampons <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #: <u>T067</u></p> <p>Packaging: <u>500/cs</u></p>	<p>16 cases</p>	<p>\$ <u>49.72</u></p> <p style="text-align: right; font-size: small;"> THE STATE OF TEXAS, 0117 COUNTY OF DALLAS OFFICE OF THE CLERK 1000 GRASSLAND BLVD SUITE 1000 FORT WORTH, TX 76102-0200 WWW.CLERKOFDALLAS.COM PHONE # 817-499-1059 FAX # 817-499-1059 E-MAIL # CLERK@DALLASCLERK.COM </p>

<p>4.10.25</p>	<p>Sanitary Napkins, Bulk Minimum 8.5 inches long Center adhesive strip provides stay-in-place adhesion Individually folded and wrapped Packaging: 250/case Price per case Brand Reference: Amercare AF-250 or ICS Jail Supplies 250IM</p> <ul style="list-style-type: none"> • Price per each case/250 pads <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #: <u>2051m</u></p> <p>Packaging: <u>250/cS</u></p>	<p>36 cases</p>	<p>\$ <u>21.33</u></p> <p>ICS JAIL SUPPLIES, INC. 1000 S. 10th St. Amarillo, TX 79102-1056 Phone: 806-437-1057 Fax: 806-437-0259 www.icsjail.com and njackson@icsjail.com P.O. Box 177 Amarillo, TX 79102-0177 Contract # 00-07F-00520 The Board Contract # 908-18</p>
<p>4.10.26</p>	<p>Washcloths, Bath Economy Washcloths, Brown Minimum .75# per dozen Minimum 12" X 12" 100% cotton, dense looped terry cloth Packaging: 12 per package</p> <ul style="list-style-type: none"> • Price per each package/12 	<p>12</p>	<p>\$ <u>2.98</u></p>

<p>4.10.28</p>	<p>Towels, Bath – Bale Economy Bath Towels White Minimum 6#/dozen Minimum 22" X 44" 100% cotton, dense looped terry cloth Packaging: 12/pack Price per pack of 12 Brand Reference: ICS Jail Supplies L0162</p> <ul style="list-style-type: none"> • Price per each bale of 25-dozen <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>ICS</u></p> <p>Model or SKU #: <u>L0162</u></p> <p>Packaging: <u>25 dz / bale</u></p>	<p>2 Bales (25-dozen per bale)</p>	<p>357.71</p> <p>ICS JAIL SUPPLIES, INC 1505 Boylston Waco, TX 76707-1053 Phone: 817-771-4357 Fax: 817-751-0299 Email: info@icswaco.com Website: www.icswaco.com FED ID: 727-1401351 CA Contract # CS 07F-05321 Revised Contract # 509-18</p>
<p>4.10.29</p>	<p>Miscellaneous Items Not Specified Above Available in the Vendor's Current On-Line and Hard-Copy Catalog:</p> <p>The bidder should provide the following information about their catalog:</p> <p>Website address: <u>WWW.ICSWACO.COM</u></p>	<p>Firm, fixed discount off current list price or MSRP, whichever is lower</p>	<p>5 %</p>

	<p>How often is the on-line catalog updated?</p>	<p>Monthly</p>	
	<p>How often is the hard-copy catalog updated?</p>	<p>yearly</p>	

Renewal Options Price Adjustments – Applies to all line items:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of three (3) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.10.30 Renewal Option Percentage Price Adjustment
1st Renewal Period: April 1, 2020 – March 31, 2021

0 % Applied to original bid pricing

BOONE COUNTY, MISSOURI
 COUNTY CLERK
 BOONE COUNTY COURTHOUSE
 100 WEST MAIN STREET
 WARREN, MISSOURI 64690
 PHONE: 660-255-2200
 FAX: 660-255-2201
 WWW.BOONECOUNTYMO.GOV

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: 0 OR Minimum Decrease: 0

4.10.31 **Renewal Option Percentage Price Adjustment**
2nd Renewal Period: April 1, 2021 – March 31, 2022

3 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: 3 OR Minimum Decrease: 0

4.10.32 **Renewal Option Percentage Price Adjustment**
2nd Renewal Period: April 1, 2022 – March 31, 2023

5 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: 5 OR Minimum Decrease: 0

4.11. **Delivery:** The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: 7-10 calendar days ARO.

4.12. **Warranty:**

The vendor should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.

Warranty on Parts: 90 day manufacture defect

Warranty on Labor: 90 day manufacture defect

OFFICE SUPPLIES, INC.
10000 10th St
P.O. Box 10000
Tomball, TX 77375
Tel: 281-291-1000
Fax: 281-291-1001
www.officesupplies.com
Equal Opportunity Employer

End of Vendor Response and Pricing Pages – Other Forms Follow – Please Continue

(Please complete and return with Bid Response)

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

1001 J. Paul...
P.O. Box 111011
Austin, TX 78711-0111
Phone (512) 463-7100
www.fedproc.gov
USGAC Contract # GS 07F 00321
Procurement Center # 1500418

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

Jim Bogan III Vice President
Name and Title of Authorized Representative

[Signature] 12 FEB 19
Signature Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

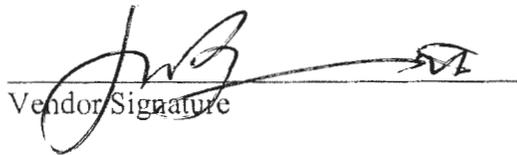
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Vendor Signature

12 FEB 19
Date

FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
400 ANDREWS AVENUE
WASHINGTON, DC 20535
TELEPHONE (202) 755-7500
FACSIMILE (202) 755-7501
WWW.FBI.GOV

Boone County Purchasing



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

FOR MAIL TO THE COUNTY OF BOONE
613 E. ASH ST. ROOM 109
COLUMBIA, MO 65201-1009
PHONE: (573) 886-4392 FAX: (573) 886-4390
WWW.COBOONE.MO.GOV
LIZ PALAZZOLO
SENIOR BUYER
ESA Contract # C0294729-413F-49E1-A933-FB064ABAAB4A
Purchase Order # 19-00-16

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

County of McLennan)
) ss
State of Texas)

My name is Jim Bogan III. I am an authorized agent of ICS
Jail Supplies (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 to this affidavit.**

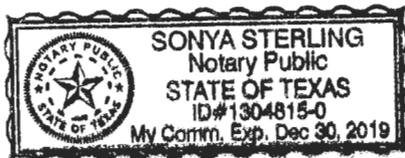
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

[Signature] _____ Date _____
Jim Bogan III
Printed Name

Subscribed and sworn to before me this 12 day of February, 2019.

[Signature]
Notary Public

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.



ICS JAIL SUPPLIES, INC.
10100 100th St
Austin, TX 78738
Phone: (512) 270-4400
Fax: (512) 270-4400
www.icsjail.com
E-Verify ID: 1304815-0
SS Contract # 04-15FEB19
Notary Public # 1304815-0

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

N/A

NOTARY PUBLIC, MISSOURI
No. 0000000000
April 18, 2019
Renewal No. 0000000000
Commission Expires
April 18, 2021
Notary Public, Missouri
Notary Commission No. 0000000000
Commission Expires 04/18/21



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

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

- 11. 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.
- 12. No bid transmitted by fax machine or e-mail will be accepted.
- 13. 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.
- 14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
- 15. 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.
- 16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 17. 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.
- 18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
- 19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
- 20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

JCS BAIL SUPPLIES, INC
 1101 35th Street
 West, MO 64601-6686
 Phone: 417-337-4000 Fax: 417-337-4099
 www.jcsbail.com
 E-mail: jcs@jcsbail.com
 1101 35th Street
 West, Missouri 64601-6686
 St. Charles, MO 64601-6686
 Copyright © 2008 JCS, Inc.



Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

"No Bid" Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

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

If the vendor does 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 04-15FEB19 – Inmate Hygiene and Other Supplies – Term and Supply

Business Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

N/A

ICS POLY SUPPLIES, INC.
1000 S. 10th St.
Columbia, MO 65201
Phone: (573) 441-1111
Fax: (573) 441-1112
www.icspoly.com
ICSA Contract # 04-15FEB19
Product/Service # 600142

Reason(s) for Not Bidding:



**ADDENDUM #2 to RFB 04-15FEB19
INMATE HYGIENE AND OTHER SUPPLIES**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies

ADDENDUM # 2 - Issued February 5, 2019

Prospective bidders are hereby notified of the following revisions to Request for Bid 04-15FEB19:

- 1) Item 4.10.6 on the **Vendor Response and Pricing Pages** has been **REVISED** as follows:

4.10.6 Heavy Duty Sandal

One-piece molded PVC vinyl construction, soft and flexible for indoor and outdoor use. No air pocket in sole. Durable and long-lasting. ***Tan Color Only***

Sizes: 6-16

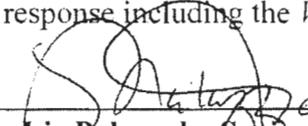
Packaging: 24 pair per case

Brand Reference: ICS Jail Supplies M019

NOTE: All changes to original RFP text made as a result of this Addendum are noted in bolded and italicized font.

This addendum is issued in accordance with the RFB paragraph 1.3.2 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 bid response including the *Vendor Response and Pricing Pages*.

By:



Liz Palazzolo, Senior Buyer
Boone County Purchasing

ICS JAIL SUPPLIES, INC.
 P. O. Box 21056
 Waco, TX 76702-1056
 Phone: 800-524-5427 Fax: 254-751-0299
 www.icswaco.com
 bids@icswaco.com
 FED ID # 27-1494351
 GSA Contract # GS 07F-0552U
 BuyBoard Contract # 506-16

The bidder has examined **Addendum #2 to Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies**, receipt of which is hereby acknowledged:

Company Name: ICS Jail Supplies, Inc

Address: PO Box 21056
Waco, Texas 76702

Telephone: 800-524-5427 Fax: 254-751-0299

Federal Tax ID (or Social Security #): 27-1494351

Print Name: Jim Bogan III Title: Vice President

Authorized Signature:  Date: 12 FEB 19

Contact Name and E-Mail Address to receive documents for electronic signature:

Jim Bogan III Bids@icswaco.com

ICS JAIL SUPPLIES, INC.
P. O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract # 506-16



**ADDENDUM #1 to RFB 04-15FEB19
INMATE HYGIENE AND OTHER SUPPLIES**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecounty.mo.org

BOONE COUNTY, MISSOURI

Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies

ADDENDUM # 1 - Issued February 5, 2019

Prospective bidders are hereby notified of the following revisions to Request for Bid 04-15FEB19:

- 1) Item 4.10.6 on the **Vendor Response and Pricing Pages** has been **REVISED** as follows:

4.10.6 Heavy Duty Sandal

One-piece molded PVC vinyl construction, soft and flexible for indoor and outdoor use. No air pocket in sole. Durable and long-lasting. ***Orange Color Only***

Sizes: 6-16

Packaging: 24 pair per case

Brand Reference: ICS Jail Supplies M019

- 2) Item 4.10.14 on the **Vendor Response and Pricing Pages** has been **REVISED** as follows:

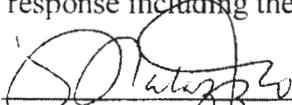
4.10.14 Toothbrush, *Maximum 3.25" total length including head*, "Super Shorty," minimum 25-tuft, nylon bristles, individually sealed in clear bags

Brand reference: Bob Barker BBST25

NOTE: All changes to original RFP text made as a result of this Addendum are noted in bolded and italicized font.

This addendum is issued in accordance with the RFB paragraph 1.3.2 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 bid response including the *Vendor Response and Pricing Pages*.

By:



Liz Palazzolo, Senior Buyer
Boone County Purchasing

ICS JAIL SUPPLIES, INC.

P. O. Box 21056

Waco, TX 76702-1056

Phone: 800-624-5427 Fax: 254-751-0299

www.icswaco.com

bids@icswaco.com

FED ID # 27-1494351

USA Contract # GS 07F-0552U

BuyBoard Contract # 276/1906-1A

The bidder has examined **Addendum #1 to Request for Bid #04-15FEB19 – Inmate Hygiene and Other Supplies**, receipt of which is hereby acknowledged:

Company Name: ICS Jail Supplies, Inc

Address: PO Box 21056
Waco, Texas 76702

Telephone: 800-524-5427 Fax: 254-751-0299

Federal Tax ID (or Social Security #): 27-1494351

Print Name: Jim Bogan III Title: Vice President

Authorized Signature:  Date: 12 FEB 19

Contact Name and E-Mail Address to receive documents for electronic signature:

Jim Bogan III Bids@icswaco.com

ICS JAIL SUPPLIES, INC.
P. O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract # 506-16



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#LPM25SS—ICS Sealed Green Vinyl Mattress

25" X 75" X 4"

- Meets Flammability Code 16 CFR 1633
 - Vinyl Cover
 - Anti-microbial, fire, tear, bacteria, mildew, and stain resistant
- Made of two layers of vinyl (12 ounce per square yard) bonded to a scrim cloth
 - Easily cleaned with mild, soapy water and/or Sani-Cloth Wipes
 - Inner core
 - 100% bonded polyester fiber
 - Excellent flame, mold, and mildew resistance
 - Core is also non-allergenic
 - Additional protection of a powerful antibacterial agent that permanently guards against odor; inhibits the growth of fungus, bacteria, and mildew
- EPA Registered Microban Antibacterial Agent is environmentally safe, hypoallergenic, and promotes lasting freshness for the life of the mattress
- Tamper-proof mattress vent is an exclusive ICS design that allows air to escape from sealed seam mattresses--eliminating balloon effect
 - Sealed Seams

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#L029R—25" x 75" x 4" Green Vinyl Mattress Cover

- Heavy Duty 12 oz. Green Vinyl
 - Anti-Microbial, fire, tear, bacteria, mildew and stain resistant
 - Easily cleaned with mild, soap water and/or Sani-cloth wipes
- Heat sealed seams on 3 sides with 1 opening that can either be stitched closed or sealed with cement vinyl glue.

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

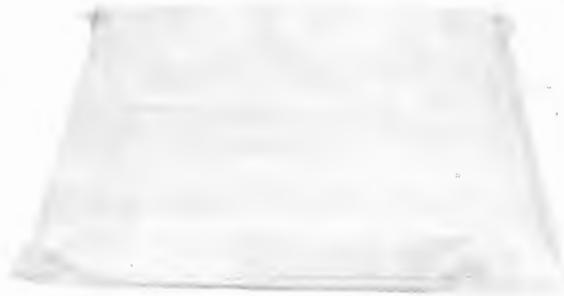
Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#L03PC—Vinyl Pillow

- Heavy Duty 12 oz. Green Vinyl
 - Antibacterial Polyfill
 - Size 20" x 26"
- Anti-Microbial, fire, tear, bacteria, mildew and stain resistant
- Easily cleaned with mild, soap water and/or Sani-cloth wipes
 - Heat sealed seams for permanent secure bond

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#L010—Wool Blanket

- 70% wool with 30% man-made Fibers
 - Dark Grey Color
 - 66" x 90"
 - Approx 4# each
 - Washable and Dryable
 - Overstitched on all sides
- Fire-retardant in accordance with Federal Act Title XI 1610 CFR
 - Sold by the each

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#L012 Polyester Blend Blanket

- Made of 100% Recycled Fabric
 - Extra soft and warm
- Durable enough for multiple washes
 - Fire Retardant
 - Stitched on all sides
 - Measure 66" x 90"
 - Sold by the each
 - Packed 30 per bale

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#M019—PVC Shower Shoe

- One Piece washable PVC
- Anti-fungal and Anti-bacterial
- Available in orange or brown
- Available in sizes 6 through 16
 - Sold by the each
 - 24 pair per case

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#MJAS—EVA Slide

- One Piece EVA material
- Waterproof and lightweight
 - Slip resistant
- Available in orange or black
- Available in sizes Small though 3X
 - Sold by the each
 - 24 pair per case

Substitution for the EVA Clog/Crocs Style Institutional Varieties with Possible Trademark/
Patent Infringement Issues. Reference US Patent No: US D517,789 S

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#C047—Grey Sweat Pants

- First Quality
 - Pill-Resistant Air Jet Yarn
- Covered Elastic Waistband and Cuffs
 - Poly/Cotton Blend
 - No Drawcord
- Available in sizes Small—6X

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#C045—Sweat Shirt

- First Quality
 - Pullover
- Ribbed cuffs and waistband
 - Poly/Cotton Blend
 - Sold by the each
- Available in grey, white, orange, navy, red and khaki
 - Available in sizes small—6X

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#G500 Gildan Maroon T-shirt

- 100% Preshrunk Cotton
 - 5.3 oz
 - Seamless rib at neck
 - Taped shoulder-to-shoulder
- Double-needle stitching throughout
 - Tear-away label
- Safety Green is compliant with ANSI / ISEA 107 high visibility standards
 - Quarter-turned to eliminate center crease
 - 7/8" collar
 - Classic fit
 - Sold per each

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#C062—Women's Panties

- Brief style, full cut
- Double panel cotton crotch
- Elastic waist and leg bangs
- Available in white or brown only
 - Sold per dozen
 - Available in sizes 5-18

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS

Jail Supplies, Inc.



Since 1985!!!

BuyBoard
Cooperative Purchasing



#T010P—1.5 oz. Toothpaste

- Freshmint Brand
 - 1.5 oz. tubes
- White tube and white paste
 - Anti-cavity fluoride
 - Packed 144 per box

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsa.Advantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#TBSH TOOTHBRUSH

- ICS BRAND
- SHORT HANDLED
- APPROXIMATELY 3 7/8" LONG
- IVORY/WHITE COLORED
 - 30 TUFT
- INDIVIDUALLY WRAPPED
- PACKED 144 PER BOX

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#T044—#1.5 Wrapped Soap

- Freshscnet / ICS Brand
 - Fresh Scent
 - Individually wrapped
- Made from fine vegetable oil base only
 - Contains no animal fat or tallow
 - Packed 500/cs

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#T044UN—#1.5 Unwrapped Soap

- Freshscent Brand
 - Fresh Scent
- Made from fine vegetable oil base only
 - Contains no animal fat or tallow
 - Packed 500/cs

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#T129—SHAMPOO AND BODY WASH

- FRESHSCENT BRAND
 - 2 oz. SIZE BOTTLE
- CLEAR BOTTLE WITH TRANSLUCENT LIQUID
 - PACKED 96/CS
 - ALCOHOL FREE

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

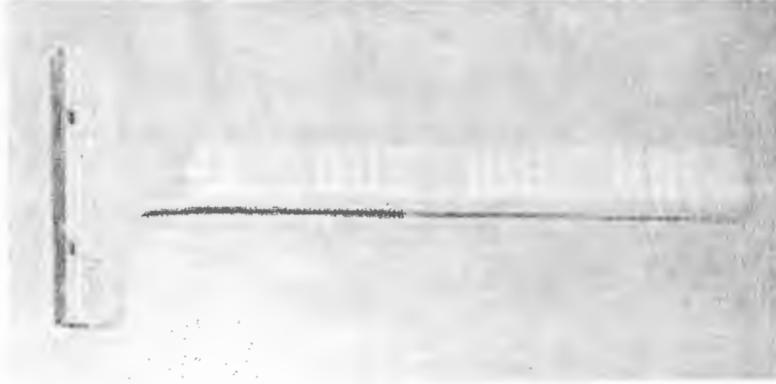
Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#T100CL—Clear razor

- Single Blade
- ICS brand
- Clear head and handle
- Packed 100/box—10 boxes per case =1000/case

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

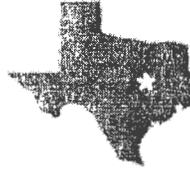
Waco, TX

76702-1056

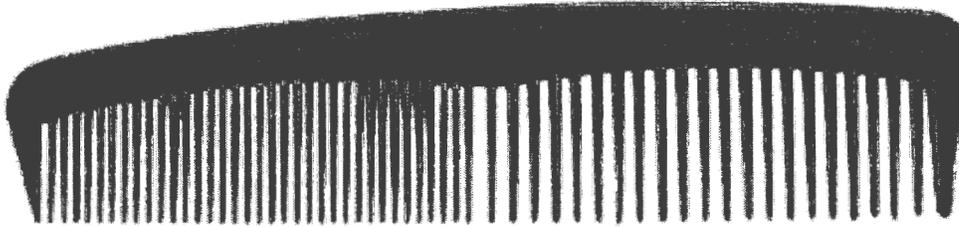


Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



BUY Board
Cooperative Purchasing



#T123—5" Pocket Comb

- 5" length
- Black color
- Flexible and unbreakable
- Packed 144 per box or 2160 per case

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

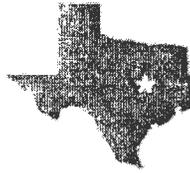
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Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS

Jail Supplies, Inc.



WACO, TEXAS



ICS ITEM #646M-BX
Clincher® II Wristbands 643M with
Metal Fastener - 500/Box

- Multi-laminate inmate identification wristband is strong, tamper resistant, and stretch-resistant
- Accommodates typed or written data
- Metal dual-grip fasteners (requires tool) are included with wristbands.
- Use with permanent marker (not included)

Units 500/BOX

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



ICS ITEM #692

Clincher® Dual-Grip Fastener Tool

New & Improved! Specially designed heavy duty tool assures secure fastening of metal dual-grip fasteners onto Clincher inmate identification wristbands.

Sold by the Each

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

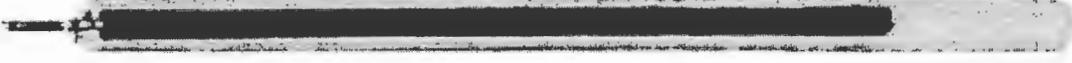
Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#M04FXP-BK Flex-Pen

- 4" Clear Pen with Cap
- One piece design
 - Flexible
- Available in Black or Blue Ink
- Packed 144 per box, 10 boxes per case

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsa Advantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#T067—Regular bulk packed tampons

- Bulk Sanitax tampons
- Individually wrapped
- Cardboard applicator
- Packed 500 per case

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#250IM—Bulk Sanitary Napkins

- Maxithin Brand
- Bulk packed 250 per case
- Approximately 8.5" Long
- Individually Wrapped
- Regular absorbency

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

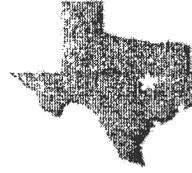
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Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS

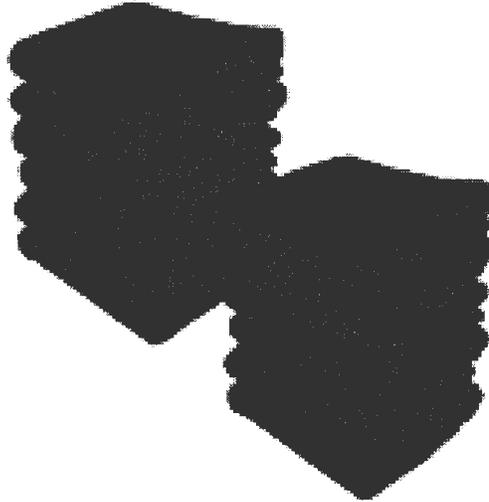
Jail Supplies, Inc.



WACO, TEXAS



6



#L017BR—Brown Washcloths

- 12" x 12"
- .75# per dozen
- 100% Cotton
- Sold by the dozen

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

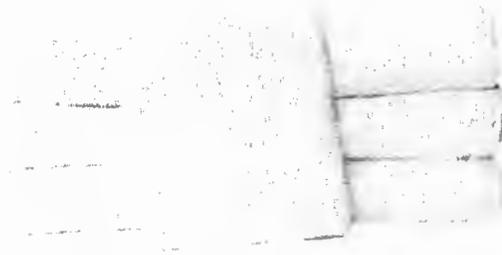
Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#L0162—White Towels

- 22" x 44"
- 6# per dozen
- 100% Cotton
- Sold by the dozen

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Advantage!
www.gsaAdvantage.gov
Contract # GS-07F-0552U

ICS
Jail Supplies, Inc.



#L0162—White Towels—Bale

- 22" x 44"
- 6# per dozen
- 100% Cotton
- 25 dozen per bale

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

PO Box 21056

Waco, TX

76702-1056



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **04-15FEB19**

Commodity Title: **Inmate Hygiene and Other Supplies – Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday, February 15, 2019**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

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

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Friday, February 15, 2019**

Time: Shortly after the Bid Submission Deadline Stated Above

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

Bid Contents

- 1.0: Introduction and General Conditions of Bidding
- 2.0: Scope of Work
- 3.0: Bidder's Instructions and Evaluation
- 4.0: Vendor's Response and Pricing Pages
- 5.0:
 - Certification Regarding Debarment
 - Certification Regarding Lobbying
 - Work Authorization Certification
 - Standard Terms and Conditions
 - "No Bid" Response Form

JO'S JAIL SUPPLIES, INC.
 P.O. Box 21056
 Columbia, TX 78702-1056
 Phone: (512) 751-6497 Fax: 254-751-0299
www.joswaco.com
 813@joswaco.com
 FEID # 27-1494351
 SA Contract # 05-07-055211
 Purchase Contract # 506-16

Insertion Date: 1/30/19

1. Introduction and General Conditions of Bidding

1.1. INVITATION: This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of **Inmate Hygiene and Other Supplies** for the Boone County Sheriff's Department as further specified 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 RFB 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/Vendor:** 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 RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the "successful bidder" who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a "Request for Bid." A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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/Bid:** The written, sealed document submitted by the bidder/vendor/supplier

ICS, MAIL SUPPLIES, INC.
Waco, TX 76732-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
RFB # 04-15FEB19
Buy Board Contract # 506-16

according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in 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 RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.

1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder's failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum 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 bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.

1.4.1. The County prefers to award all items to one vendor, or to group items and award to a few multiple vendors, but it reserves the right to award items on an item-by-item basis and to award to multiple vendors, as determined to be in the County's best interests.

1.4.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.5. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification

U.S. TAIL SUPPLIES, INC.
 P.O. Box 21056
 Waco, TX 76702-1056
 Phone: 800-524-5427 Fax: 254-751-0299
www.uswaco.com
info@uswaco.com
 FED ID # 27-1494351
 Contract # OS 07E-05521
 BevBoard Contract # 506-16

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County’s standard “boilerplate” terms and conditions for contracts as attached hereto.

2. **SCOPE OF WORK**

2.1. **GENERAL REQUIREMENTS:** The contractor shall provide one, some or all of the inmate hygiene and other supplies identified/specified on the pricing page at the firm, fixed pricing quoted on an as needed, if needed basis as ordered by the Boone County Sheriff’s Department and the Boone County Juvenile Justice Center in accordance with the terms and specifications stated herein.

2.2. **REPLACEMENT OF DAMAGED PRODUCT:** The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.

2.3. **MINIMUM ORDER QUANTITY:** The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County.

2.4. **RETURN OF GOODS:** The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.

2.5. **CONTRACTOR SAMPLE ASSURANCE:** The contractor shall agree that product provided under contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein. Furthermore, if the product has been sample-tested, the contractor shall agree that the same product submitted for sample-testing and which passed sample-testing shall be provided to the County for the duration of the contract. No substitutions of product shall be made without the prior written approval of the Purchasing Department. Only substitutes that are equivalent or better than the product(s) originally contracted for, and equal to or less in price, shall be considered for approval.

2.6. **Warranty:** The contractor shall provide the standard manufacturer’s warranty on all parts and equipment provided. During the warranty period, the contractor shall provide any replacement parts and repair service at no additional cost to the state. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.

2.7. **PRODUCT SUBSTITUTIONS:** The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Boone County Purchasing Department.

ICS JAIL SUPPLIES, INC.
P. O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-4497 Fax: 254-751-0299
www.icswaco.com
Boone County
FED ID # 27-1494351
USA Contract # GS 07F-0552U
BuyBoard Contract # 506-16

- a. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the County reserves the right to allow the substitution of any new or different product/system offered by the contractor. The County shall be the final authority as to acceptability of any proposed substitution.
- c. Any item substitution shall require a formal contract amendment authorized by the County prior to the County acquiring the substitute item under the contract.
- d. The County may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the County. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

2.8. DELIVERY: The contractor shall deliver items within thirty (30) calendar days of receipt of the order from the County, or as otherwise indicated on the Vendor Response and Pricing Pages. Delivery shall be FOB Destination Freight Prepaid and Allowed. Delivery shall be sent to the ordering County office:

Boone County Sheriff's Department 2121 County Dr., Columbia, MO 65202

Juvenile Justice Center 5665 Roger I. Wilson Memorial Drive Columbia, MO 65202

2.9. BILLING AND PAYMENT: Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.

- a. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- b. As applicable to ordered product, itemized written invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202; and at the Juvenile Justice Center at: 5665 Roger I. Wilson Memorial Drive Columbia, MO 65202.

ICSWAPO SUPPLIES, INC.
 P.O. Box 21056
 Dallas, TX 75202-1056
 Phone: 214-647-5477 Fax: 254-751-0299
 www.icswapo.com
 bids@icswapo.com
 FED ID # 27-1494351
 GSA Contract # GS 07F-05521
 BuyBoard Contract # 506-16

2.10. ESTIMATED QUANTITIES: The quantities indicated in this Request for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise

stated. The County makes no guarantees about single order quantities or total aggregate order quantities.

2.11. **Contract Period:** The contract period shall be from **the April 1, 2019 through March 31, 2020**. The contract may be renewed at the sole option of the County for an additional **three (3)** one-year periods, or any portion thereof. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

2.12. **PRICING:** Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response and Pricing Pages for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

a. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.

b. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.

c. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

d. Regarding both the firm, fixed priced items (line items 4.10.1 through 4.10.28) and catalog discounted items available at a discount off list price (line item 4.10.29), all prices/discount shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

e. The County would like to purchase inmate hygiene and other supplies in addition to those specifically identified. For catalog purchases, pricing shall be determined by applying the firm, fixed quoted discount (line item 4.10.29) to current catalog pricing for the item.

f. The contractor must provide the County with a contract price listing upon request at no additional cost. The contractor shall understand and agree that the price list/catalog pricing may change during the contract period and each renewal period, although such pricing shall not change with a frequency greater than every six (6)

ICSWARE SUPPLIES, INC.
P.O. Box 21055
Phone: 800-524-5427 Fax: 254-751-0299
www.icsware.com
bids@icsware.com
FD ID # 27-149435
Contract # 07-F-05520

months if during the contract period. All updated price lists/catalogs must be forwarded to the County as applicable.

- g. The firm, fixed discount percentage shall apply to all inmate hygiene and other supplies as found in the contractor's current price list/catalog pricing.
- h. Pricing for firm, fixed and catalog-discounted items shall be FOB Destination, Freight Prepaid and Allowed.
- i. In the event that a price list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price.
- j. The contractor shall not impose a discount "floor." The state agency shall receive promotional and special pricing as may apply to the published MSRP/ contractor's current price list/catalog pricing at the time of purchase, whichever price is lowest.
- k. The contractor shall understand and agree that the firm, fixed discount percentage (line item 4.10.29) shall remain the same throughout the duration of the contract.
- l. The contractor shall understand and agree that the purpose of the discount is only for the purchase of products that are similar in nature and scope to identified line items 4.10.1 through 4.10.28 identified on the contract Vendor Response and Pricing Pages.

2.13. Contract Extension: The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.14. Contract Documents: The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.

2.15. REPORTS: Upon request, at no cost to the County, the contractor shall prepare and submit a written report indicating purchases made by the County offices off the contract. For example, the report would show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price with an annual or year-to-date total by item and for all purchases.

ICS SWAC SUPPLIES, INC.
 P. O. Box 21056
 Muncie, IN 47302-1056
 Phone: 801-524-5427 Fax: 254-751-0299
 www.icswaco.com
 bids@icswaco.com
 TEL ID # 27-1494351
 ISA Contract # GS 07F-055211
 BuyBoard Contract # 506-46

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 3.1 **RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 **SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- a. **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- b. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. **BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.4. **REMOVAL FROM VENDOR DATABASE:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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.
- 3.5. **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- a. **Rejection or Correction of Responses:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.6. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does

ICS JAIL SUPPLIES, INC.
 1056
 254-751-0299
 www.icswaco.com
 bids@icswaco.com
 05/07F-0552U
 Board Contract # 506-18

3.11. **DESCRIPTION OF PRODUCTS BEING BID TO COUNTY:** The vendor may submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor. The vendor is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

- a. It is the vendor's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the vendor to provide assurance that the product bid meets specifications.

3.12. **SAMPLES MAY BE REQUESTED:** In the event the County is not familiar with the product brand/model being bid, the County may request a sample(s) for the item(s) in order to conduct a careful and thorough evaluation. The vendor may be required to submit samples. If notified, such samples should be received in the Purchasing Department within five (5) working days after notification, or as otherwise agreed to by the Purchasing Department.

ICS JAIL SUPPLIES, INC.
P. O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FED ID # 27-148435
GSA Contract # GS 07F-05520
BuyBoard Contract # 506-18

**PURCHASE AGREEMENT
FOR
INMATE HYGIENE AND OTHER SUPPLIES**

THIS AGREEMENT dated the 25th day of April 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Victory Supply, LLC** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Inmate Hygiene and Other Supplies**, County of Boone Request for Bid, bid number **04-15FEB19** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions, as well as the Contractor's bid response dated **February 12, 2019**, executed by **Mariah A. Macham** on behalf of the Contractor, and e-mail clarifications dated 3/29/19, 3/13/19, 3/7/19, 3/1/19 and 2/26/19 from **Mariah A. Macham**. 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 the 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, Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period – The initial contract period shall be the **Date of Award through March 31, 2020**. The County shall have the option to renew the contract period for three (3) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following Inmate Hygiene and Other Supplies.

Inmate Hygiene and Other Supplies	
<p>4.10.6 Heavy Duty Sandal One-piece molded PVC vinyl construction, soft and flexible for indoor and outdoor use. No air pocket in sole. Durable and long-lasting. Sizes: 6-16 Packaging: 24 pair per case Brand/Model/SKU: VSI/SHSST</p>	<p>\$1.53/Each Pair</p> <p>Or</p> <p>\$55.08/Case of 36-pair</p>
<p>4.10.26 Washcloths, Bath Economy Washcloths, Brown Minimum .75# per dozen Minimum 12" X 12" 100% cotton, dense looped terry cloth Packaging: 12 per package</p>	<p>\$2.84/Dozen</p>

Commission Order # _____

Brand/Model/SKU: VSI/WCBR <ul style="list-style-type: none"> • Price per each package/12 	
4.10.27 Towels, Bath – Dozen Pack Economy Bath Towels White Minimum 6#/dozen Minimum 22” X 44” 100% cotton, dense looped terry cloth Packaging: 12/pack Price per pack of 12 Brand/Model/SKU: VSI/BTWH2244	\$11.08/Dozen
4.10.28 Towels, Bath – Bale Economy Bath Towels White Minimum 6#/dozen Minimum 22” X 44” 100% cotton, dense looped terry cloth Packaging: 12/pack Price per pack of 12 Brand/Model/SKU: VSI/BTWH2244	\$277.00/Bale (25-Dozen)
4.10.29 Miscellaneous Items Not Specified Above Available in the Vendor’s Current On- Line and Hard-Copy Catalog Firm, fixed discount off current list price or MSRP, whichever is lower	<u>15% Discount</u>

4. Delivery – The Contractor agrees to deliver ordered product to the Boone County Sheriff’s Department within 14-30 calendar days after receipt of order. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB Destination, Freight Prepaid and Allowed.

5. Warranty – The standard manufacturer warranty shall apply to all products provided under contract to commence upon the County’s acceptance of ordered product.

6. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff’s Department. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the 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.

7. **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.

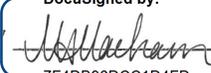
8. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

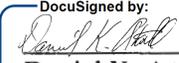
- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding 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.

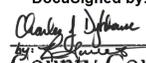
VICTORY SUPPLY, LLC

DocuSigned by:
 by 
 7F4DB96DCC1D4FD...
 title Bids Administrator

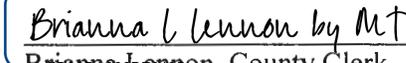
BOONE COUNTY, MISSOURI

by: Boone County Commission
 DocuSigned by:

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:

 County Counselor

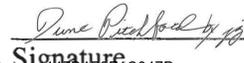
ATTEST:

DocuSigned by:

 Brianna L. Lennon, 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 1255 - Account: 23025 \$30,200.00
 Fund: 1255 - Account: 23026: \$8,744.00

DocuSigned by:

 Signature

4/8/2019

Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

Liz Palazzolo

From: Mariah Macham <Mariah@victorysupplyinc.com>
Sent: Friday, March 29, 2019 12:21 PM
To: Liz Palazzolo
Subject: RE: RFB 04-15FEB19 Item 4.10.26

Good afternoon Liz,

Thank you very much for reaching out for clarification on this. The \$2.84 price is good for the brown colored washcloths – I apologize for the confusion! Let me know if you have any additional questions. Have a great weekend!

Best,

Mariah Macham
Bids Administrator



mariah@victorysupplyinc.com
ph: 888-376-1205 ext. 716
fax: 931-325-5521

From: Liz Palazzolo <LPalazzolo@boonecountymmo.org>
Sent: Friday, March 29, 2019 11:37 AM
To: Mariah Macham <Mariah@victorysupplyinc.com>
Subject: RFB 04-15FEB19 Item 4.10.26
Importance: High

Hi Mariah – I noticed that when VSI bid pricing for item 4.10.26 the bath washcloth, it referenced model code WCWHECO. The product sheet references a white or brown washcloth. The RFB requires a brown washcloth. Please confirm that the pricing submitted for item 4.10.26 of \$2.84 per dozen applies to model WCBR.

Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

Liz Palazzolo

From: Mariah Macham <Mariah@victorysupplyinc.com>
Sent: Wednesday, March 13, 2019 1:13 PM
To: Liz Palazzolo
Subject: RE: Additional Clarification Request from Boone County

Good afternoon Liz,

I spoke with our factory liaison and was informed that no, there are no treatments in our PVC sandals. They are machine washable though, so that aids in keeping them mold and mildew free.

Thank you!

Mariah Macham
Bids Administrator



mariah@victorysupplyinc.com
ph: 888-376-1205 ext. 716
fax: 931-325-5521

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Wednesday, March 13, 2019 12:33 PM
To: Mariah Macham <Mariah@victorysupplyinc.com>
Subject: RE: Additional Clarification Request from Boone County

Hello Mariah – I have a follow-up question about the shower sandal, the SHSST/SHSSO. Please whether or not the PVC is treated with any additives that make it mildew resistant. The product sheet you provided says nothing about antimicrobial/antifungal properties. Please respond today.

Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

From: Mariah Macham <Mariah@victorysupplyinc.com>
Sent: Friday, March 01, 2019 2:34 PM
To: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Subject: RE: Additional Clarification Request from Boone County

Good afternoon Liz,

Thanks for your patience with me today! Here are the answers to your questions:

Liz Palazzolo

From: Mariah Macham <Mariah@victorysupplyinc.com>
Sent: Thursday, March 07, 2019 11:44 AM
To: Liz Palazzolo
Subject: RE: Additional Clarification Request from Boone County

3.7 lbs apiece

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Thursday, March 7, 2019 12:32 PM
To: Mariah Macham <Mariah@victorysupplyinc.com>
Subject: RE: Additional Clarification Request from Boone County

Thank you – what does each blanket weigh?

Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

From: Mariah Macham <Mariah@victorysupplyinc.com>
Sent: Thursday, March 07, 2019 11:06 AM
To: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Subject: RE: Additional Clarification Request from Boone County

See attached. Thank you!

Mariah Macham
Bids Administrator



mariah@victorysupplyinc.com
ph: 888-376-1205 ext. 716
fax: 931-325-5521

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Thursday, March 7, 2019 11:12 AM
To: Mariah Macham <Mariah@victorysupplyinc.com>
Subject: RE: Additional Clarification Request from Boone County
Importance: High

Hi – I need additional information from you please. I need the product sheet for item 4.10.5 the poly-cotton blanket – Brand/Model/SKU: VSI/LNBLCMF

Please make sure the following is addressed:

Poly-cotton, Durable Prison Blanket

Minimum 55% polyester/30% acrylic/ 10% cotton/ 5% other fibers,
minimum 60" X 90" size, safe and fire resistant, meets/exceeds the ASTM D4151 flammability test, strong,
durable, seamless construction with stitching on all four-sides to prevent unraveling, soft/plush feel,
Grey with blue striping,
individually packed in a poly bag

Liz Palazzolo

Senior Buyer

Boone County Purchasing

Phone: 573-886-4392

Fax: 573-886-4390

613 E. Ash, Room 109

Columbia, MO 65201

From: Mariah Macham <Mariah@victorysupplyinc.com>
Sent: Thursday, March 07, 2019 9:02 AM
To: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Subject: RE: Additional Clarification Request from Boone County

Thanks for reaching out! It appears that it is out for delivery to you today. For your reference, the tracking number is 1ZY409240247438820. Let me know if there are any hiccups. I will be out of the office tomorrow through next Tuesday but will still have limited access to email if you have questions. If you have a more pressing need during that time, you can email sales@victorysupplyinc.com and Kathleen in customer service will get you taken care of.

Thank you!

Mariah Macham
Bids Administrator



mariah@victorysupplyinc.com

ph: 888-376-1205 ext. 716

fax: 931-325-5521

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Thursday, March 7, 2019 9:55 AM
To: Mariah Macham <Mariah@victorysupplyinc.com>
Subject: RE: Additional Clarification Request from Boone County

Hi Mariah – Can you give me a status on the sample of this sandal please? It has not arrived.

Liz Palazzolo

Senior Buyer

Boone County Purchasing

Phone: 573-886-4392

Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

From: Mariah Macham <Mariah@victorysupplyinc.com>
Sent: Friday, March 01, 2019 2:34 PM
To: Liz Palazzolo <LPalazzolo@boonecountymmo.org>
Subject: RE: Additional Clarification Request from Boone County

Good afternoon Liz,

Thanks for your patience with me today! Here are the answers to your questions:

- (1) Our SHSST/SHSSO sandal certainly meets the specs from the bid. I'd like to mention that it does not come in the same color as the Bob Barker maroon B-Chek sandal, but our sandal is certainly an equal. It is mildew and odor-resistant, and you can wash them. The Bob Barker Bio-Chek is a proprietary item, but I am confident that our sandal can fulfill the specifications on each sandal line item. I have attached the spec sheet (the color on this spec sheet got a little washed out – the sandal comes in a bright orange and a tan).
- (2) We would not require you to order 15 ea at a time, but if it's possible, it would be very much appreciated. It would keep us from having to break up a case, so the order could get out the door faster and cleaner.

Feel free to reach out with any additional questions you may have. I'm hoping our prices are keeping us in the running on this bid! I look forward to hearing the results. Thanks so much, have a great weekend!

Best,

Mariah Macham
Bids Administrator



mariah@victorysupplyinc.com
ph: 888-376-1205 ext. 716
fax: 931-325-5521

From: Liz Palazzolo <LPalazzolo@boonecountymmo.org>
Sent: Friday, March 1, 2019 10:29 AM
To: Mariah Macham <Mariah@victorysupplyinc.com>
Subject: RE: Additional Clarification Request from Boone County

This afternoon is fine – thank you for responding

Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

From: Mariah Macham <Mariah@victorysupplyinc.com>
Sent: Friday, March 01, 2019 9:22 AM

To: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Subject: RE: Additional Clarification Request from Boone County

Hi Liz,

Do you mind if I get this information to you this afternoon? I am out and about all morning and can get you an answer once I am back at my desk.

Thanks!

Mariah Macham
Bids Administrator



mariah@victorysupplyinc.com
ph: 888-376-1205 ext. 716
fax: 931-325-5521

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Thursday, February 28, 2019 3:31 PM
To: Mariah Macham <Mariah@victorysupplyinc.com>
Subject: RE: Additional Clarification Request from Boone County

Hi Mariah:

I have a couple more questions:

- (1) Can you send me a product sheet for the heavy duty sandal, item 4.10.6 – VSI bid it as the SHSST
- (2) And on the poly blanket, item 4.10.5 – is the pricing based on a bale of 15 being ordered at one time?

Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

From: Mariah Macham <Mariah@victorysupplyinc.com>
Sent: Tuesday, February 26, 2019 2:54 PM
To: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Subject: RE: Additional Clarification Request from Boone County

Liz,

Please see attached product spec sheets. Let me know if there is any additional information or clarification you may need on these or other products. Thanks so much, have a great afternoon!

Best,

Mariah Macham
Bids Administrator



mariah@victorysupplyinc.com
ph: 888-376-1205 ext. 716
fax: 931-325-5521

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Tuesday, February 26, 2019 3:18 PM
To: Mariah Macham <Mariah@victorysupplyinc.com>
Subject: RE: Additional Clarification Request from Boone County

Thank you

Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

From: Mariah Macham <Mariah@victorysupplyinc.com>
Sent: Tuesday, February 26, 2019 2:17 PM
To: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Subject: RE: Additional Clarification Request from Boone County

Yes, I will try to get these together this afternoon. Thank you!

Mariah Macham
Bids Administrator



mariah@victorysupplyinc.com
ph: 888-376-1205 ext. 716
fax: 931-325-5521

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Tuesday, February 26, 2019 3:16 PM
To: Mariah Macham <Mariah@victorysupplyinc.com>
Subject: Additional Clarification Request from Boone County
Importance: High

Mariah – Can you also provide a product sheet for the bath washcloth, item 4.10.26?

Liz Palazzolo

Senior Buyer

Boone County Purchasing

Phone: 573-886-4392

Fax: 573-886-4390

613 E. Ash, Room 109

Columbia, MO 65201



Blanket, Comfy

Product Item # LNBLCMF



- 100% Recycled Material
- 60% polyester, 30% acrylic, 10% cotton and other fibers
- 0% Wool for reduced allergy complaints
- Safe, non-flammable, fire resistant: Meets ASTM D4151-92 flammability requirements
- 66"x90", seamless construction
- Finishing Stitch on all sides for added strength
- Soft, comfortable, and warm. Our best seller!
- Sold in cases of 15 or individually



Blanket, Comfy

Product Item # LNBLCMF



- 100% Recycled Material
- 60% polyester, 30% acrylic, 10% cotton and other fibers
- 0% Wool for reduced allergy complaints
- Safe, non-flammable, fire resistant: Meets ASTM D4151-92 flammability requirements
- 66"x90", seamless construction
- Finishing Stitch on all sides for added strength
- Soft, comfortable, and warm. Our best seller!
- Sold in cases of 15 or individually



PVC Sandals

Product Item # SHSST/SHSSO



- Durable PVC Slip-on Style Sandal
- One-piece Molded Vinyl Construction
- Non-skid, Non-marking Rigid Bottom Soles
- Thick, Cushioned, Form-Fit Upper Sole for Comfort
- Fire Resistant Properties Allow for High-Heat Sanitizing
- No Metal Shanks
- Available in Tan and Orange
- Alpha Sizing Reduces Item SKUs
- In Sizes S-3XL; Size Imprinted on Shoe

From: Mariah Macham <Mariah@victorysupplyinc.com>
Sent: Friday, March 01, 2019 9:22 AM
To: Liz Palazzolo <LPalazzolo@boonecountymmo.org>
Subject: RE: Additional Clarification Request from Boone County

Hi Liz,

Do you mind if I get this information to you this afternoon? I am out and about all morning and can get you an answer once I am back at my desk.

Thanks!

Mariah Macham
Bids Administrator



mariah@victorysupplyinc.com
ph: 888-376-1205 ext. 716
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From: Liz Palazzolo <LPalazzolo@boonecountymmo.org>
Sent: Thursday, February 28, 2019 3:31 PM
To: Mariah Macham <Mariah@victorysupplyinc.com>
Subject: RE: Additional Clarification Request from Boone County

Hi Mariah:

I have a couple more questions:

- (1) Can you send me a product sheet for the heavy duty sandal, item 4.10.6 – VSI bid it as the SHSST
- (2) And on the poly blanket, item 4.10.5 – is the pricing based on a bale of 15 being ordered at one time?

Liz Palazzolo
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Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

From: Mariah Macham <Mariah@victorysupplyinc.com>
Sent: Tuesday, February 26, 2019 2:54 PM
To: Liz Palazzolo <LPalazzolo@boonecountymmo.org>
Subject: RE: Additional Clarification Request from Boone County

Liz,

Please see attached product spec sheets. Let me know if there is any additional information or clarification you may need on these or other products. Thanks so much, have a great afternoon!

Best,

Mariah Macham
Bids Administrator



mariah@victorysupplyinc.com

ph: 888-376-1205 ext. 716

fax: 931-325-5521

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Tuesday, February 26, 2019 3:18 PM
To: Mariah Macham <Mariah@victorysupplyinc.com>
Subject: RE: Additional Clarification Request from Boone County

Thank you

Liz Palazzolo
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From: Mariah Macham <Mariah@victorysupplyinc.com>
Sent: Tuesday, February 26, 2019 2:17 PM
To: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Subject: RE: Additional Clarification Request from Boone County

Yes, I will try to get these together this afternoon. Thank you!

Mariah Macham
Bids Administrator



mariah@victorysupplyinc.com

ph: 888-376-1205 ext. 716

fax: 931-325-5521

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Tuesday, February 26, 2019 3:16 PM
To: Mariah Macham <Mariah@victorysupplyinc.com>
Subject: Additional Clarification Request from Boone County
Importance: High

Mariah – Can you also provide a product sheet for the bath washcloth, item 4.10.26?

Liz Palazzolo

Senior Buyer

Boone County Purchasing

Phone: 573-886-4392

Fax: 573-886-4390

613 E. Ash, Room 109

Columbia, MO 65201

Liz Palazzolo

From: Mariah Macham <Mariah@victorysupplyinc.com>
Sent: Tuesday, February 26, 2019 2:54 PM
To: Liz Palazzolo
Subject: RE: Additional Clarification Request from Boone County
Attachments: PNTYWH Womens Panties.pdf; SHSST-SHSSO PVC Sandal.pdf; BTWH2244 White Towel 6 lb.pdf; WCBR WCWHECO Washcloth.pdf

Liz,

Please see attached product spec sheets. Let me know if there is any additional information or clarification you may need on these or other products. Thanks so much, have a great afternoon!

Best,

Mariah Macham
Bids Administrator



mariah@victorysupplyinc.com
ph: 888-376-1205 ext. 716
fax: 931-325-5521

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Subject: RE: Additional Clarification Request from Boone County

Thank you

Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
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Columbia, MO 65201

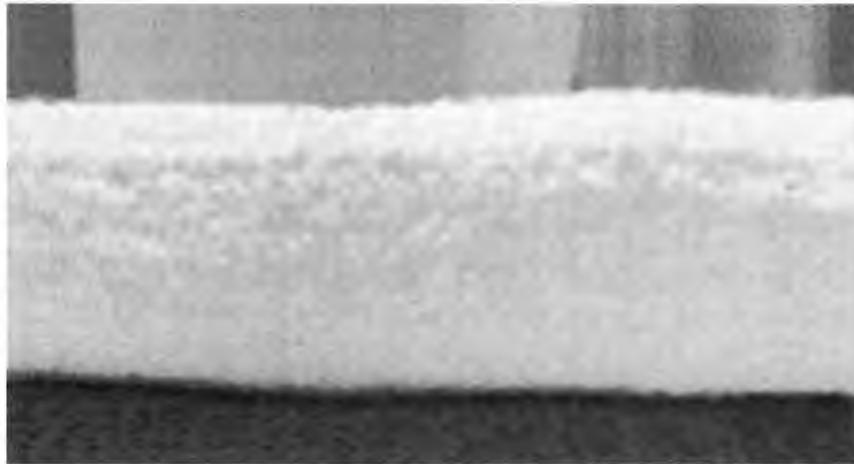
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Subject: RE: Additional Clarification Request from Boone County

Yes, I will try to get these together this afternoon. Thank you!

Mariah Macham
Bids Administrator



Bath Towel, White
Product Item # BTWH2244



- 100% Cotton
- White
- 6 lb weight/dz
- 22"x44"
- Dense-looped Terrycloth
- Single Cam Border, Hemmed



Washcloth, Economy
Product Item # WCWHECO,
WCBR



- 100% Cotton
- Color: White (WCWHECO)
or Brown (WCBR)
- .75 lb weight/dz,
- 12"x12"
- Dense-looped Terrycloth



PVC Sandals

Product Item # SHSST/SHSSO



- Durable PVC Slip-on Style Sandal
- One-piece Molded Vinyl Construction
- Non-skid, Non-marking Rigid Bottom Soles
- Thick, Cushioned, Form-Fit Upper Sole for Comfort
- Fire Resistant Properties Allow for High-Heat Sanitizing
- No Metal Shanks
- Available in Tan and Orange
- Alpha Sizing Reduces Item SKUs
- In Sizes S-3XL; Size Imprinted on Shoe



Women's Briefs

Product Item # PNTYWH



- 100% Cotton
- Generously Sized
- Double Panel Crotch
- Covered Elastic Waist and Legs for Comfort and Durability
- Available in Sizes 5-18



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymmo.org

Bid Data

Bid Number: **04-15FEB19**

Commodity Title: **Inmate Hygiene and Other Supplies – Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday, February 15, 2019**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

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

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Friday, February 15, 2019**

Time: Shortly after the Bid Submission Deadline Stated Above

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

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions and Evaluation**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

Insertion Date: 1/30/19

1. Introduction and General Conditions of Bidding

1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of **Inmate Hygiene and Other Supplies** for the Boone County Sheriff's Department as further specified 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 RFB 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/Vendor:** 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 RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the "successful bidder" who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a "Request for Bid." A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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/Bid:** The written, sealed document submitted by the bidder/vendor/supplier

according to the RFB instructions.

- 1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in 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 RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.

- 1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder's failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

- 1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum 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 bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.

- 1.4.1. The County prefers to award all items to one vendor, or to group items and award to a few multiple vendors, but it reserves the right to award items on an item-by-item basis and to award to multiple vendors, as determined to be in the County's best interests.

- 1.4.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

- 1.5. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

- 1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. **SCOPE OF WORK**

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- 2.1. **GENERAL REQUIREMENTS:** The contractor shall provide one, some or all of the inmate hygiene and other supplies identified/specified on the pricing page at the firm, fixed pricing quoted on an as needed, if needed basis as ordered by the Boone County Sheriff's Department and the Boone County Juvenile Justice Center in accordance with the terms and specifications stated herein.
- 2.2. **REPLACEMENT OF DAMAGED PRODUCT:** The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 2.3. **MINIMUM ORDER QUANTITY:** The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County.
- 2.4. **RETURN OF GOODS:** The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.
- 2.5. **CONTRACTOR SAMPLE ASSURANCE:** The contractor shall agree that product provided under contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein. Furthermore, if the product has been sample-tested, the contractor shall agree that the same product submitted for sample-testing and which passed sample-testing shall be provided to the County for the duration of the contract. No substitutions of product shall be made without the prior written approval of the Purchasing Department. Only substitutes that are equivalent or better than the product(s) originally contracted for, and equal to or less in price, shall be considered for approval.
- 2.6. **Warranty:** The contractor shall provide the standard manufacturer's warranty on all parts and equipment provided. During the warranty period, the contractor shall provide any replacement parts and repair service at no additional cost to the state. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.
- 2.7. **PRODUCT SUBSTITUTIONS:** The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Boone County Purchasing Department.

- a. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the County reserves the right to allow the substitution of any new or different product/system offered by the contractor. The County shall be the final authority as to acceptability of any proposed substitution.
- c. Any item substitution shall require a formal contract amendment authorized by the County prior to the County acquiring the substitute item under the contract.
- d. The County may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the County. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

2.8. **DELIVERY:** The contractor shall deliver items within thirty (30) calendar days of receipt of the order from the County, or as otherwise indicated on the Vendor Response and Pricing Pages. Delivery shall be FOB Destination Freight Prepaid and Allowed. Delivery shall be sent to the ordering County office:

Boone County Sheriff's Department 2121 County Dr., Columbia, MO 65202

Juvenile Justice Center 5665 Roger I. Wilson Memorial Drive Columbia, MO 65202

2.9. **BILLING AND PAYMENT:** Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.

- a. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- b. As applicable to ordered product, itemized written invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202; and at the Juvenile Justice Center at: 5665 Roger I. Wilson Memorial Drive Columbia, MO 65202.

2.10. **ESTIMATED QUANTITIES:** The quantities indicated in this Request for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise

stated. The County makes no guarantees about single order quantities or total aggregate order quantities.

2.11. Contract Period: The contract period shall be from **the April 1, 2019 through March 31, 2020**. The contract may be renewed at the sole option of the County for an additional **three (3)** one-year periods, or any portion thereof. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

2.12. PRICING: Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response and Pricing Pages for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

- a. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- b. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
- c. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.
- d. Regarding both the firm, fixed priced items (line items 4.10.1 through 4.10.28) and catalog discounted items available at a discount off list price (line item 4.10.29), all prices/discount shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- e. The County would like to purchase inmate hygiene and other supplies in addition to those specifically identified. For catalog purchases, pricing shall be determined by applying the firm, fixed quoted discount (line item 4.10.29) to current catalog pricing for the item.
- f. The contractor must provide the County with a contract price listing/catalog upon request at no additional cost. The contractor shall understand and agree that the price list/catalog pricing may change during the contract period and each renewal period, although such pricing shall not change with a frequency greater than every six (6)

months if during the contract period. All updated price lists/catalogs must be forwarded to the County as applicable.

- g. The firm, fixed discount percentage shall apply to all inmate hygiene and other supplies as found in the contractor's current price list/catalog pricing.
- h. Pricing for firm, fixed and catalog-discounted items shall be FOB Destination, Freight Prepaid and Allowed.
- i. In the event that a price list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price.
- j. The contractor shall not impose a discount "floor." The state agency shall receive promotional and special pricing as may apply to the published MSRP/ contractor's current price list/catalog pricing at the time of purchase, whichever price is lowest.
- k. The contractor shall understand and agree that the firm, fixed discount percentage (line item 4.10.29) shall remain the same throughout the duration of the contract.
- l. The contractor shall understand and agree that the purpose of the discount is only for the purchase of products that are similar in nature and scope to identified line items 4.10.1 through 4.10.28 identified on the contract Vendor Response and Pricing Pages.

2.13. Contract Extension: The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.14. Contract Documents: The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.

2.15. REPORTS: Upon request, at no cost to the County, the contractor shall prepare and submit a written report indicating purchases made by the County offices off the contract. For example, the report would show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price with an annual or year-to-date total by item and for all purchases.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 3.1 RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 SUBMITTAL OF RESPONSES:** Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Address and Deadline." **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- a. **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
 - b. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.4. REMOVAL FROM VENDOR DATABASE:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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.
- 3.5. RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- a. **Rejection or Correction of Responses:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.6. EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does

not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

Method of Evaluation: The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, and in terms of cost to the County as well as other factors stated in the RFB.

- a. The cost evaluation shall be conducted by multiplying the quoted price per item by the respective estimated volume for that line item. The subtotals from all extended line item prices shall be added together to develop a total price for the contract period. The cost evaluation shall consider pricing totals for the original contract period plus the renewal contract periods; a grand total will be developed adding together the totals for all contract periods. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate optional items, if deemed necessary.

Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.

- 3.7. **VALIDITY OF BID AND PRICING:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.8. **RIGHT TO REJECT, WAIVE INFORMALITIES, AND/OR CLARIFY BIDS:** Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.9. **SOVEREIGN IMMUNITY:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.
- 3.10. **OPEN COMPETITION:** Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
 - a. The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the vendor must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

3.11. **DESCRIPTION OF PRODUCTS BEING BID TO COUNTY:** The vendor may submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor. The vendor is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

- a. It is the vendor's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the vendor to provide assurance that the product bid meets specifications.

3.12. **SAMPLES MAY BE REQUESTED:** In the event the County is not familiar with the product brand/model being bid, the County may request a sample(s) for the item(s) in order to conduct a careful and thorough evaluation. The vendor may be required to submit samples. If notified, such samples should be received in the Purchasing Department within five (5) working days after notification, or as otherwise agreed to by the Purchasing Department.



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

-
- 4.1. Company Name: Victory Supply LLC
- 4.2. Address: 7025 Industrial Park Rd
- 4.3. City/Zip: Mount Pleasant, TN 38474
- 4.4. Phone Number: 888-376-1205
- 4.5. Fax Number: 931-325-5521
- 4.6. Contact Name and E-Mail Address to receive documents for electronic signature:
Mariah Macham mariah@victorysupplyinc.com
- 4.7. Federal Tax ID or Social Security #:
46-1263864
- 4.8. 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, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting

thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand): 

4.8.2. Type or Print Signed Name: Mariah A Macham

4.8.3. Today's Date: 02/12/2019

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

Yes No

NOTE: The bidder must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

PRICING:

The bidder may bid one, some or all line items shown below. Specifications shown identify minimum characteristics that the products bid shall meet. All pricing shall be firm and fixed. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Note About Estimated Quantities: Some items like toothbrushes, toothpaste, shower sandals, soap are used daily therefore the estimated quantities shown below are annual purchase estimates. Other items may be purchased on a replacement cycle, e.g., once every three years, to include but not necessarily be limited to items like mattresses, mattress covers, pillows, blankets, towels and washcloths.

Note About the Brand Reference: The "Brand Reference" noted below is for reference only and is not intended to indicate that only the noted brand is acceptable. The County will allow other brands with the same or equal characteristics to the referenced brand to be bid and considered for award.

Pricing Line Item	Item Description	Estimated Quantity	Firm, Fixed Total Price Per Each for the Initial Contract Period
4.10.1	<p>Mattress Minimum 25" W X 75"L X 4"H Cover and batting meet/exceed federal correctional flammability standards (16 CFR Part 1633, DOC Federal Flammability FF-4-72, and California Technical Bulletins 129 and 603) Brand Reference: Flame-Chek Polyester Mattress PJM25754)</p> <ul style="list-style-type: none"> • Price per each mattress <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: NA</p> <hr/> <p>Model or SKU #: NA</p> <hr/> <p>Packaging:</p> <p>NA</p> <hr/>	46	\$ NO BID
4.10.2	<p>Mattress Cover Heavy-duty vinyl laminate – must slip-over/fit mattress specified above (item for easy-on/off use; flame resistant, mildew and water resistant –</p>	8	\$ NO BID

	<p>wipes clean with soap and water Brand Reference: Bob Barker VMC25724</p> <ul style="list-style-type: none"> • Price per each mattress cover <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: NA</p> <hr/> <p>Model or SKU #: NA</p> <hr/> <p>Packaging:</p> <hr/> <p>NA</p>		
<p>4.10.3</p>	<p>Pillow Minimum 20" X 26" full size pillow, minimum 3-ply vinyl cover, dark green, wipes clean, includes tear-resistant cover, flame resistant 100% polyester fiber pillow Brand Reference: Bob Barker PS2606</p> <ul style="list-style-type: none"> • Price per each pillow <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: NA</p> <hr/> <p>Model or SKU #: NA</p>	<p>8</p>	<p>\$ NO BID</p>

	<p>Packaging: NA</p>		
<p>4.10.4</p>	<p>Wool Blanket Grey woven wool blanket Minimum 4#'s each Overstitched all sides Fire-resistant in accordance with federal standard 16 CFR Part 1610, Washable and dryable Minimum 66"X90" Acceptable minimum wool content: 52% Price by each Brand Reference: ICS Jail Supplies L010</p> <ul style="list-style-type: none"> • Price per each blanket <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: NA</p> <hr/> <p>Model or SKU #: NA</p> <hr/> <p>Packaging: NA</p>	<p>10</p>	<p>\$ NO BID</p>
<p>4.10.5</p>	<p>Poly-cotton, Durable Prison Blanket Minimum 55% polyester/30% acrylic/</p>	<p>12</p>	<p>\$ 6.14 ea, comes in bales of 15</p>

	<p>10% cotton/ 5% other fibers, minimum 60" X 90" size, safe and fire resistant, meets/exceeds the ASTM D4151 flammability test, strong, durable, seamless construction with stitching on all four-sides to prevent unraveling, soft/plush feel, Grey with blue striping, individually packed in a poly bag, sold individually or per case of 12 Price per each blanket Brand Reference: Charm-TEX BL/Kimball 66X90</p> <ul style="list-style-type: none"> • Price per each blanket <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>VSI</u></p> <p>Model or SKU #: <u>LNBLCMF</u></p> <p>Packaging: <u>BALES OF 15</u></p>		
4.10.6	<p>Heavy Duty Sandal One-piece molded PVC vinyl construction, soft and flexible for indoor</p>	840 pair	\$ 1.53/pr

	<p>and outdoor use. No air pocket in sole. Durable and long-lasting. Sizes: 6-16 Packaging: 24 pair per case Brand Reference: ICS Jail Supplies M019</p> <ul style="list-style-type: none"> • Price per each pair of sandals <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: VSI</p> <hr/> <p>Model or SKU #: SHSST</p> <hr/> <p>Packaging: 36 pr/case</p> <hr/>		
<p>4.10.7</p>	<p>Shower Sandal Everyday PVC Sandal No-Skid Form-fitting, prevents slippage Flexible B-chek (or equal) to reduce odors Mildew resistant Brand Reference: Bob Barker B-Chek PVC Sandal</p> <ul style="list-style-type: none"> • Price per each pair of sandals <p>The bidder should provide the following</p>	<p>13 pair</p>	<p>\$ 1.53/pr</p> <hr/>

	<p>information about the product being bid:</p> <p>Brand: VSI</p> <hr/> <p>Model or SKU #: SHSST</p> <hr/> <p>Packaging: 36 pr/case</p> <hr/> <p>(case qty not req'd)</p>		
<p>4.10.8</p>	<p>Every-day Wear Clog Designed for comfortable all-day wear Convertible non-metal riveted heel strap Vented to promote airflow in the tow-box Cushioned sole Defined outside ridges for non-slip, surface-gripping traction Water-resistant and non-marking Color: Black Brand Reference: Bob EVA Clog, SEVA -BK</p> <p>Packaging: 12 pair/case</p> <ul style="list-style-type: none"> • Price per each pair of clogs <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: VSI</p> <hr/> <p>Model or SKU #: SHEVCGE</p> <hr/> <p>Packaging: 24 pr/case</p>	<p>45 pair</p>	<p>\$ 3.44/pr</p>

4.10.9	<p>Sweatpants Adult Grey cotton/poly blend Elastic cuffs No drawstring and no pockets Minimal shrinkage Sizes: S-3XL Price per each Brand Reference: Bob Barker SPGY</p> <ul style="list-style-type: none"> • Price per each pair of pants <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: VSI</p> <hr/> <p>Model or SKU #: SPASH</p> <hr/> <p>Packaging: 24 pr/case</p>	35	\$ 5.97 ea
4.10.10	<p>Sweatshirt Adult crew neck pullover Grey cotton/poly blend Collar, Cuffs and waistband shall be cover seamed and ribbed with elastic cuff and waistband Minimal shrinkage No hood, no drawstring and no pockets Sizes: S-3XL</p>	5	\$ 6.44 ea

	<p>Price per each Brand Reference: Bob Barker SSGY</p> <ul style="list-style-type: none"> • Price per each shirt <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: VSI</p> <hr/> <p>Model or SKU #: SSASH</p> <hr/> <p>Packaging: 24 pr/case</p> <hr/>		
<p>4.10.11</p>	<p>T-Shirt Minimum 5-oz Medium weight 100% Cotton Maroon No-Pocket T-shirt Double-needle cover-stitched front neck Seamless ribbed collar with shoulder-to-shoulder tape Double-needle stitched bottom hem and sleeves Sizes: S-3XL Price per each Brand Reference: Bob Barker ZCTSMA</p> <ul style="list-style-type: none"> • Price per each shirt <p>The bidder should provide the following information about the product being bid:</p>	<p>10</p>	<p>\$ 3.44 ea</p> <hr/>

	<p>Brand: VSI</p> <hr/> <p>Model or SKU #: TSC5MR</p> <hr/> <p>Packaging: 36-72 ea/case</p> <hr/>		
<p>4.10.12</p>	<p>Women's Underwear Poly/cotton blend Brief-style with double panel crotch with soft knitted leg and waistband for snug, comfortable fit. Shall withstand several washings/dryings Sizes: S-3XL, size 5- size 18 Packaging: 12/pack Brand Reference: Charm-TEX CL/50PANT18</p> <ul style="list-style-type: none"> • Price per each 12-pack <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: VSI</p> <hr/> <p>Model or SKU #: PNTYWH</p> <hr/> <p>Packaging: 25 dz/case</p> <hr/>	<p>25 packs (12 per pack)</p>	<p>\$ 7.82/dozen</p> <hr/>

<p>4.10.13</p>	<p>Toothpaste Minimum 1.5 oz. fluoride toothpaste Mint, white All plastic tube with twist cap No animal fat or by-products, and no alcohol Brand Reference: Char-Tex H/CTP15</p> <ul style="list-style-type: none"> • Price per each case/144 tubes <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: NA</p> <hr/> <p>Model or SKU #: NA</p> <hr/> <p>Packaging: NA</p> <hr/>	<p>29 cases (144 per case)</p>	<p>\$ NO BID</p> <hr/>
<p>4.10.14</p>	<p>Toothbrush, 3.25" Super Shorty, minimum 25-tuft, nylon bristles, individually sealed in clear bags Brand reference: Bob Barker BBST25)</p> <ul style="list-style-type: none"> • Price per each case/144 brushes <p>The bidder should provide the following information about the product being bid:</p>	<p>30 cases (144 per case)</p>	<p>\$ NO BID</p> <hr/>

	<p>Brand: <u>NA</u></p> <hr/> <p>Model or SKU #: <u>NA</u></p> <hr/> <p>Packaging: <u>NA</u></p> <hr/>		
<p>4.10.15</p>	<p>Soap, Individually Wrapped Minimum 1.5 oz. bar deodorant bar soap No animal fat or by-products Packaging: 500/case Brand Reference: Charm-TEX H/S1.5</p> <ul style="list-style-type: none"> • Price per each case/500 bars <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>NA</u></p> <hr/> <p>Model or SKU #: <u>NA</u></p> <hr/> <p>Packaging: <u>NA</u></p> <hr/>	<p>24 cases (500 bars/case)</p>	<p>\$ NO BID</p> <hr/>
<p>4.10.16</p>	<p>Soap, Unwrapped Minimum 1.5 oz. bar deodorant bar soap Antibacterial No animal fat or by-products Packaging: 500/case Brand Reference: Charm-TEX H/S1.5UN</p>	<p>24 cases (500 bars/case)</p>	<p>\$ NO BID</p> <hr/>

	<ul style="list-style-type: none"> • Price per each case/500 bars <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>NA</u></p> <hr/> <p>Model or SKU #: <u>NA</u></p> <hr/> <p>Packaging: <u>NA</u></p> <hr/>		
<p>4.10.17</p>	<p>Shampoo Clear shampoo in clear bottle Quality shampoo Animal-fat free Individual Bottle: Minimum 2 fluid oz. 96 bottles per case Brand Reference: Bob Barker Maximum Security Shampoo, 2 oz. #MS2</p> <ul style="list-style-type: none"> • Price per each case/96, 5-oz. bottles <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>NA</u></p> <hr/> <p>Model or SKU #: <u>NA</u></p> <hr/>	<p>83 cases (96 bottles/case)</p>	<p>\$ NO BID</p> <hr/>

	<p>Packaging: NA</p>		
4.10.18	<p>Razor Single-stainless steel blade, clear plastic handle and razor head with clear removable safety cap, one-piece construction Packaged: 10 razors per package, 100 packages per box for 1,000 razors per case Brand Reference: Bob Barker CLR1000</p> <ul style="list-style-type: none"> • Price per each case/1,000 razors <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: NA</p> <hr/> <p>Model or SKU #: NA</p> <hr/> <p>Packaging: NA</p> <hr/>	<p>2 cases (1,000 razors each)</p>	<p>\$ NO BID</p>
4.10.19	<p>Comb, Pocket Black Plastic Minimum 5" Packaging: 2,160/case Price by the case Brand Reference: Charm-Tex TIPC</p>	<p>3 cases (15 gross per case)</p>	<p>\$ NO BID</p>

	<ul style="list-style-type: none"> • Price per each case/2,160 combs <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: NA</p> <p>Model or SKU #: NA</p> <p>Packaging: NA</p>		
<p>4.10.20</p>	<p>Cleaning Detergent Single Pack concentrated detergent/disinfectant, formulated to clean, disinfect, and deodorize hard surfaces in institutional settings. Fights mildew, bacteria and viruses: Kills HIV-1 on pre-cleaned surfaces Easy-to-use: one-packet is used in one-bucket of water to dilute – dissolves quickly in water Each packet makes 1-gallon of cleaning solution 180-packets in a resealable, recyclable plastic tubs Brand Reference: Bob Barker EasyPak Detergent Disinfectant #90650</p>	<p>95 cases (180 packets per case)</p>	<p>\$ NO BID</p>

	<ul style="list-style-type: none"> • Price per case of two (2) recyclable plastic tubs, each containing 90 packets – total 180 packets per case <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: NA</p> <hr/> <p>Model or SKU #: NA</p> <hr/> <p>Packaging: NA</p> <hr/>		
<p>4.10.21</p>	<p>ID Band with Fasteners Orange plastic polyethylene bracelet with metal fastener, stretch-resistant, can be written-on Brand-reference: Bob Barker Clincher II Write-On Laminate, Plastic Fasteners</p> <ul style="list-style-type: none"> • Price per each case/500 bands <p>The bidder should provide the following information about the product being bid:</p>	<p>4 cases (500 per case)</p>	<p>\$ NO BID</p> <hr/>

	<p>Brand: <u>NA</u></p> <hr/> <p>Model or SKU #: <u>NA</u></p> <hr/> <p>Packaging: <u>NA</u></p> <hr/>		
<p>4.10.22</p>	<p>ID Band Fastener Tool Compatible for use with above plastic ID band Brand Reference: Bob Barker Fastening Tool for Clincher, #647</p> <ul style="list-style-type: none"> • Price per each <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>NA</u></p> <hr/> <p>Model or SKU #: <u>NA</u></p> <hr/> <p>Packaging: <u>NA</u></p> <hr/>	<p>1</p>	<p>\$ NO BID</p> <hr/>
<p>4.10.23</p>	<p>Pen, Black-Ink Jail safe flex pens, flexible and bendable, minimum 4.5 " total length, black ink Price by the box/144 pens per box Brand Reference: ICS Jail Supplies M04FXP</p> <ul style="list-style-type: none"> • Price per each box/144 pens 	<p>49 Boxes</p>	<p>\$ NO BID</p> <hr/>

	<p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>NA</u></p> <p>Model or SKU #: <u>NA</u></p> <p>Packaging: <u>NA</u></p>		
<p>4.10.24</p>	<p>Tampons Bulk Sanitax Tampons Individually wrapped with cardboard applicator Regular 500/case Price by the case Brand Reference: ICS Jail Supplies T067</p> <ul style="list-style-type: none"> • Price per each case/500 tampons <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>NA</u></p> <p>Model or SKU #: <u>NA</u></p> <p>Packaging: <u>NA</u></p>	<p>16 cases</p>	<p>\$ NO BID</p>

<p>4.10.25</p>	<p>Sanitary Napkins, Bulk Minimum 8.5 inches long Center adhesive strip provides stay-in-place adhesion Individually folded and wrapped Packaging: 250/case Price per case Brand Reference: Amercare AF-250 or ICS Jail Supplies 250IM</p> <ul style="list-style-type: none"> • Price per each case/250 pads <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u>NA</u></p> <p>Model or SKU #: <u>NA</u></p> <p>Packaging: <u>NA</u></p>	<p>36 cases</p>	<p>\$ NO BID</p>
<p>4.10.26</p>	<p>Washcloths, Bath Economy Washcloths, Brown Minimum .75# per dozen Minimum 12" X 12" 100% cotton, dense looped terry cloth Packaging: 12 per package</p> <ul style="list-style-type: none"> • Price per each package/12 	<p>12</p>	<p>\$ 2.84/dozen</p>

	<p>The bidder should provide the following information about the product being bid:</p> <p>Brand: VSI</p> <hr/> <p>Model or SKU #: WCWHECO</p> <hr/> <p>Packaging: Dozens</p> <hr/>		
<p>4.10.27</p>	<p>Towels, Bath – Dozen Pack Economy Bath Towels White Minimum 6#/dozen Minimum 22" X 44" 100% cotton, dense looped terry cloth Packaging: 12/pack Price per pack of 12 Brand Reference: ICS Jail Supplies L0162</p> <ul style="list-style-type: none"> • Price per each package/12 <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: VSI</p> <hr/> <p>Model or SKU #: BTWH2244</p> <hr/> <p>Packaging: Dozens</p> <hr/>	<p>2</p>	<p>\$ 11.08/ dz</p> <hr/>

<p>4.10.28</p>	<p>Towels, Bath – Bale Economy Bath Towels White Minimum 6#/dozen Minimum 22" X 44" 100% cotton, dense looped terry cloth Packaging: 12/pack Price per pack of 12 Brand Reference: ICS Jail Supplies L0162</p> <ul style="list-style-type: none"> • Price per each bale of 25-dozen <p>The bidder should provide the following information about the product being bid:</p> <p>Brand: <u> VSI </u></p> <p>Model or SKU #: <u> BTWH2244</u></p> <p>Packaging: <u> 25 dz/bale </u></p>	<p>2 Bales (25-dozen per bale)</p>	<p>\$277.00/bale</p>
<p>4.10.29</p>	<p>Miscellaneous Items Not Specified Above Available in the Vendor's Current On- Line and Hard-Copy Catalog:</p> <p>The bidder should provide the following information about their catalog:</p> <p>Website address:</p>	<p>Firm, fixed discount off current list price or MSRP, whichever is lower</p>	<p><u> 15 </u> %</p>

	How often is the on-line catalog updated?		Annually
	How often is the hard-copy catalog updated?		Annually

Renewal Options Price Adjustments – Applies to all line items:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of three (3) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.10.30 Renewal Option Percentage Price Adjustment
1st Renewal Period: April 1, 2020 – March 31, 2021

2 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: OR Minimum Decrease:

4.10.31 Renewal Option Percentage Price Adjustment
2nd Renewal Period: April 1, 2021 – March 31, 2022

3 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: OR Minimum Decrease:

4.10.32 Renewal Option Percentage Price Adjustment
2nd Renewal Period: April 1, 2022 – March 31, 2023

3 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: OR Minimum Decrease:

4.11. **Delivery:** The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: 14-30 calendar days ARO.

4.12. **Warranty:**

The vendor should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.

Warranty on Parts: to customer satisfaction

Warranty on Labor: N/A

End of Vendor Response and Pricing Pages – Other Forms Follow – Please Continue

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

Mariah A Macham, Bids Administrator

Name and Title of Authorized Representative


Signature

02/12/2019

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

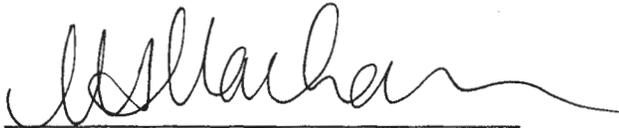
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature

02/12/2019

Date

Boone County Purchasing



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

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.

Option

- ____ 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 – *see following page*) 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.

Not applicable; contractor is a company

Applicant

Date

Printed Name

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2))

(see previous page)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

N/A - Contractor is not an individual



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

Liz Palazzolo, Senior Buyer

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

Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



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**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Victory Supply, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.



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6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's



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- employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).
12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
 13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
 14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
 15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
 16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
 17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
 18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
 19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
 20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
 21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer



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can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the



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prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,



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- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as



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- an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to



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- contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its



Company ID Number:468942

Client Company ID Number:1349018

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Victory Supply, LLC (Employer) hereby designates and appoints Kasi Williams (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



Company ID Number:468942

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If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Victory Supply, LLC	
Name (Please Type or Print) Mariah Macham	Title
Signature Electronically Signed	Date October 17, 2018
E-Verify Employer Agent Alabama State Law Enforcement Agency	
Name (Please Type or Print) Kasi Williams	Title
Signature Electronically Signed	Date October 17, 2018
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date October 17, 2018



Company ID Number:468942

Client Company ID Number:1349018

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Victory Supply, LLC
Company Facility Address	7025 Industrial Park Road Mount Pleasant, TN 38474
Company Alternate Address	7025 Industrial Park Road Mount Pleasant, TN 38474
County or Parish	Maury
Employer Identification Number	46-1263864
North American Industry Classification Systems Code	Nonstore Retailers (454)
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1



Company ID Number:468942

Client Company ID Number:1349018

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Tennessee	1
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Company ID Number:468942

Client Company ID Number:1349018

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Marlah Macham
Phone Number	(888) 376-1205
Fax Number	
Email Address	bids@victorysupplyinc.com

181-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the 25th day of April 20 19

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 Courthouse Plaza and Government Center Chambers by Mid-Missouri Peaceworks on September 8, 2019 from 12:00 pm to 5:00 pm.

Done this 25th day of April 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Mid-Missouri Peaceworks

Address: 804 C.E. Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim Position in Organization: Director

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Climate Action Rally/Gathering for 5K Walk

Description of Use (ex. Speaker, meeting, reception): Indoor gathering site to be used in the event of rain

Date(s) of Use: 9/8/19

Start Time of Setup: 12:00 p.m. AM/PM Start Time of Event: 1:00 p.m. AM/PM

End Time of Event: 4:30 p.m. AM/PM End Time of Cleanup: 5:00 p.m. AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with 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 of rooms as specified in this application.

Organization Representative/Title: Mark Haim, Director

Phone Number: 573-875-0539 Date of Application: 4/15/19

Email Address: mail@midmopeaceworks.org

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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:

Branna J. Lennon, c/s
County Clerk

BOONE COUNTY, MISSOURI

Roger B. Wilson
County Commissioner

DATE: 4.25.19



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Mid-Missouri Peaceworks

Address: 804-C E. Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim

Position in Organization: Director

Address: Same as above

City: _____ State: _____ ZIP Code _____

Phone: same Email: mail@midmopeaceworks.org

Event: Walk for the Climate Kickoff

Description of Use (ex. Concert, speaker, 5K): Gathering & Short Rally to kickoff 5K Walk

Date(s) of Use: 9/8/19

Start Time of Setup: 12 PM

Start Time of Event: 1 PM (If start times vary for multiple day events, please specify)

End Time of Event: 4:30 PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 5 PM

Emergency Contact During Event: Laura Wacker Phone: 314-825-4444

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: No promoters. Usual grassroots publicity, e-mails, Facebook event, flyers, mailing, etc.

How many attendees (including volunteers) do you anticipate being at your event? Approximately 100

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. In the unlikely event that we need to

evacuate the area, we would simply encourage participants to walk away in an orderly fashion, and would assist any with mobility issues. We plan to have a crew of at least 10 trained volunteers who will be prepared to deal with any contingency.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees): N.A.

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ # minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event? Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

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 Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. 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.

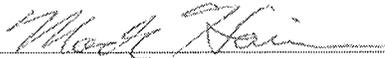
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. 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.

Organization Representative/Title: Mark Haim/Director

Address: 804-C E. Broadway, Columbia, MO 65201

Phone Number: 573-875-0539 Date of Application: 4/15/19

Email Address: mail@midmopeaceworks.org

Signature: 

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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:


County Clerk

BOONE COUNTY, MISSOURI


County Commissioner

DATE: 4-25-19

182-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

April Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 25th day of April 20 19

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 Government Center Chambers by the Missouri Public Service Commission on June 12, 2019 from 5:00 pm to 10:00 pm.

Done this 25th day of April 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Daniel K. Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet M. Thompson, 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

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Missouri Public Service Commission
Address: 200 Madison St
City: Jefferson City State: MO ZIP Code: 65101
Phone: 573-751-6526 Website: psc.mo.gov
Individual Requesting Use: Jackie Keely Position in Organization: Administrative Assistant

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Local Public Hearing

Description of Use (ex. Speaker, meeting, reception): A hearing for customers of Amaren to express comments to the commission re: rate increase

Date(s) of Use: 06/12/2019

Start Time of Setup: 5 p.m. AM/PM Start Time of Event: 6 p.m. AM/PM

End Time of Event: 9 p.m. AM/PM End Time of Cleanup: 10 p.m. AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with 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 of rooms as specified in this application.

Organization Representative/Title: Lloyd Wilson, Director of Administration

Phone Number: 573-751-7435 Date of Application: 04/19/19

Email Address: Jackie Keely - jackie.keely@psc.mo.gov

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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:

Branna A. Lennon
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 4-25-19